THE Second Part Of the YOUNG CLERKS GVIDE:

Or a second

COLLECTION

of choyce

Engliſh Preſidents

For Indentures of Settlements, Letters of Licence and Compoſition, Aſſignments, Letters of Attorney, Conditions, Obligations in Engliſh, and ſundry others.

Compiled by Sir *R. Hatton*

And peruſed by a Judicious practiſer, very uſefull and neceſſary for all.

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THis Indenture, made the first day of June in the year of our Lord God, according to the computation uſed in England, 1651. between T.N. of, &c. of the one part, and J. J. H. E. and S. R. of the other part, witneſſeth; That the ſaid T. N. for and in conſideration of a Marriage already agreed upon, and ſhortly by Gods grace to be had and ſolemnized between T. N. ſecond ſon of the ſaid T. N. and Sara M. ſingle woman, daughter of M. N. late of, &c. deceaſed, and for the love and affection which he beareth to his ſaid ſon, and for a competent Joynture to be had and provided to and for the ſaid Sara, and for proviſion of maintenance for her, and for ſettling the inheritance of the Lands and Tenements herein after mentioned to ſuch uſe and uſes, and upon ſuch truſts and confidence, as are herein declared, limited or expreſſed, and for divers other good conſiderations him moving, hath granted enfeoffed, releaſed and confirmed, and by, &c. unto

the ſaid I. J. H. and R. and to their heirs and aſſigne
for ever, all that meſſuage or tenement, with the ap
purtenances ſcituate, &c. and one yard land, meadow
or paſture to the ſaid meſſuage or tenement belong
ing, that is to ſay, one Cloſe, &c. and alſo all houſes
edifices, buildings, barnes, ſtables, orchards, gardens
back-ſides, courts, void grounds, lands, meadows
leaſowes, feedings, paſtures, commons, woods, under-
woods, trees, hedge rowes, wayes, waters, ponds
pools, fiſhings, fiſhing-places, profits, commodities
hereditaments, and appurtenances whatſoever, to the
ſaid meſſuage, tenement, yard-land and premiſſes, or
any part or parcell thereof, now, or at any time here
tofore belonging or appertaining, & all rents, rever
ſion, remainders and ſervices of the ſaid premiſſes, and
every part thereof, to have and to hold the ſaid meſ-
ſuage or tenement, and all and ſingular other the
premiſſes before mentioned, meant, or intended to
be granted, infeoffed, and confirmed, and every part
and parcel therof, with the appurtenances to the ſaid
J.J. H.E. and S R. to their heirs and aſſignes for
ever, to the only uſes, intents and purpoſes, hereafter
in theſe preſents limited, expreſſed and declared,
and to none other uſe, intent or purpoſe (that is to
ſay) to the uſe and behoof of the ſaid J.J. H.E. and
R.S. and of their heirs, untill the ſolemnization of
the ſaid marriage, between the ſaid T.N. the ſon,
and Sara the M. and from and after the ſolemnization
of the ſaid marriage to the uſe and behoof of the ſaid
J.J.H.E. and S.R. and of their heirs, for and dur-
ing the natural life of the ſaid Sarah, and from and
after the deceaſe to the uſe and behoof of the ſaid
T.N. her ſon, for and during the term of his na-
tural life, and from and after the death of the ſaid
Sarah M. and T.N. to the uſe and behoof of the
heirs of the body of the ſaid Sarah M. by the ſaid
T.N.

T.N. the ſonne, begotten and to be begotten, and for default of ſuch heirs, to the uſe and behoof of the ſaid T.N. the ſonne, and of the heirs of his body, and for default of ſuch heirs, to the uſe of the ſaid T.N. the father, and of his heirs and aſſigns for ever, and the ſaid T.N. the father, for himſelf, his heirs, executors and adminiſtrators, and every of them doth covenant, promiſe and grant, to and with the ſaid J.J.H.E. and S.R. and every of them, their, and every of their heirs and aſſigns by theſe preſents, that he the ſaid T.N. the father, at the time of the enſealing and delivery thereof, is the true and lawful owner of the ſaid meſſuage, tenement, and premiſſes, and every part thereof, and of and in the ſame and every part and parcell lawfully and rightfully ſeized of a good eſtate of inheritance in fee ſimple, and alſo that he the ſaid T.N. the father, at the time of the enſealing and delivery hereof, hath full power, good right, and lawfull authority, to grant, convey and aſſure the ſaid premiſſes, and every Part thereof to the ſaid J J.H.E. and S.R. their heirs and aſſigns in manner and form aforeſaid, according to the true intent and meaning hereof, and that the ſaid meſſuage tenement and premiſſes, and every part and parcell thereof, with the appurtenances, now be and are, and ſo from time to time, and at all times hereafter for ever ſhall or may be, remain and continue unto the uſes, intents and purpoſes aforeſaid, and accotding to the true intent and meaning hereof, clearly acquitted and diſcharged of and from all and all manner of former and other bargains, ſales, gifts, grants leaſes, morgages, joyntures, ſtatutes, recognizances, judgements, extents, and of and from all other titles, charges troubles, and incumbrances whatſoever, had, made, done, committed or ſuffered to be done, by him the ſaid T.N. the father, or by any other perſon or

persons whatsoever, except one Indenture of leas
bearing date, &c. made and granted of the premisse
by T.H. to the said N.H. and M. his wife, and to M.
their daughter for tearm of their lives, successively
one after another, at and under the yearly rent o
fourty shillings of lawfull mony of *England*, quarterly
to be paid by even portions, and also except one o
ther lease by Indenture, bearing date, &c. made an
granted of the said premisses by the said T.N. the fa
ther to G.M. &c. for one thousand years, with a provi
so, to be void upon payment made of certain sums o
mony, at certain times therein mentioned, whereo
onely one day is past, and the mony then due is paid
and without any let, interruption, challenge, claim
disturbance, or incumbrance, of or by him the said T
N. the father or his heirs, and without any lawfull le
or interruption, challenge, claim, disturbance, or in
cumbrance of or by him the said T.N. or any othe
person or persons, claiming or to claim, by or unde
him, or his estate, right, title, or interest, except suc
as shall or may claim by or under the leases before
excepted, or either of them, and for the tearm there
by granted only: and the said T.N. the Father, doth
further for himself, his heirs, executors, and admi
nistrators, covenant, promise and grant, to and wit
the said J.J.H.E. and S.R. and every of them, thei
heirs and assigns by these presents, that he the said
T.N. the father and his heirs, and all and every o
ther person and persons, lawfully claiming or to clain
by or under him (except such as shall or may clain
by or under the leases before excepted) shall and wil
from time to time, and at all times hereafter upo
the reasonable request, and at the costs and charge
in the law, of the said J.J.H.E. and S.R. or any o
them, their heirs or assigns, make, do, and execut
all such further acts, things, and assurances, for th

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further and better assuring of the said premisses, and every part thereof, to the uses, intents and purposes aforesaid, as by them the said J. J. H. E. S.R. or any of them, their heirs, or assignes shall be in that behalf reasonably devised, or advised and required, and that all fines and other assurances, at any time hereafter to be had, levied, or executed of the premisses or any part thereof, shall be, and shall be deemed, adjudged, and taken to be, to and for the uses, intents and purposes in these presents mentioned, limited and declared: and it is expressed & declared by all the said Parties, that the said estate for the life of the said Sara, limited to the said J. J. H. E. S.R. as aforesaid, is so limited, upon special trust and confidence in them reposed, that they and every of them, their heirs and assignes, respectively, to whose hands or custody any of the Rents, issues or profits of the said premisses shall come, during the life of the said Sara, shall from time to time pay, deliver, dispose, and imploy the same rents, issues and profits, and every part thereof, either to the said Sara her self, or to such other person or persons, use or uses, as she the said Sara shall by any writing under her hand from time to time, limit or appoint; provided always, and it is nevertheless covenanted & granted by and between the said Parties, that in case John N. son and heir aparent of the said T.N the father, shall within seven years next ensuing the date hereof, at his own proper cost and charges, well and sufficiently convey and assure, or cause to be conveyed and assured by good and sufficient waies & meanes in the law, to the said J. J. H. E. S R. and to their heirs, or to the Survivors or Survivor of them, and his or their heires, to and for, and upon the like uses, intents, trusts confidences and purposes, as are before herein limited, expressed & declared, messuages lands, & tenements scituate, lying, or being in, &c. & which

ſhall be of as much more clear yearly value, as the ſaid meſſuage, tenement and premiſſes here by mentioned, meant, or intended to be granted, and of every part thereof ſhall be then worth, that then, from and after ſuch conveyance and aſſurance, paſſed and perfected, the uſe and uſes, truſts and confidences herein before limited and expreſſed, ſhal ceaſe, determine and end, and then and from thenceforth they the ſaid J.J.H.E. and S.R. and their heires ſhall ſtand, and be ſeized of and in the ſaid meſſuage, tenement and premiſſes hereby mentioned, meant, or intended to be granted, and of every part thereof to the uſe and behoof of him the ſaid J.N. his heirs and aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

A Charterparty of affreightment.

THis Charterparty of freightment indented, made the &c. by R.H. and A.N. Owners of the good ſhip called the *H.* of *London*, of the burthen of &c. now riding in the River of *Thames* (whereof is Maſter under God I.P.) of th'one part, and H.S. of th'other part, witneſſeth that the ſaid Owners have granted and letten to freight to the ſaid H.S. the aforeſaid ſhip; and that the ſaid H.S. hath hired her for a voyage to be made with her by Gods grace in manner and form following, *viz.* the ſaid Owners covenant and grant by theſe preſents, to and with the ſaid H.S. his, &c. that the ſaid ſhip with the firſt and next good winde and weather, that God ſhall ſend after the firſt day of &c. ſhall depart from the ſaid river of *Thames*, and directly ſayl to B. in the Realm of *France*, with ſuch goods, wares and merchandizes as

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the ſaid H.S. his Factor, or aſſigns, before the ſaid Feaſt day, of, &c. next coming ſhall think good to charge and lay in her, *viz.* ſo much as ſhe may reaſonably carry, and being arrived and come to the ſaid Port of B. or ſo nigh to the ſame as ſhe ſafely and conveniently may come, ſhall there tarry by the ſpace of thirty daies next after her arrival, as well there to diſcharge and unlade ſuch goods and merchandizes, as ſhall be ſo freighted and laden in her as aforeſaid, as alſo to receive her full lading of ſuch goods, wares and merchandize, as the ſaid H.S. his Factor or aſſigns ſhall think good, *viz.* as much as ſhe may reaſonably carry, within which time and daies above limited and appointed, the ſaid H.S. covenanteth and granteth by theſe preſents to diſcharge and relade, or cauſe to be diſcharged and reladen the aforeſaid ſhip in manner and form aforeſaid. Which ſhip ſo being able, the ſaid Owners covenant and grant by theſe preſents, that ſhe ſhall with the firſt and next good winde and weather, next after that ſhe ſhall be reladen, as aforeſaid, depart and return from B aforeſaid, and by Gods grace directly ſail, and come to the Port of the City of *London*, or as nigh the ſame as ſhe can ſafely come, where ſhe ſhall tarry by the ſpace of, &c. after her arrival there, to make her right diſcharge. And the ſaid H.S. covenanteth, &c. within the ſpace of, &c. next after the arrival of the ſaid ſhip at the Port of the City of *London*, as well to receive, or cauſe to be received the ſhips lading, as alſo to content & pay or cauſe to be paid unto the ſaid Owners, their executors or aſſigns the ſum of, &c. for the freight and lading of the ſaid ſhip both outwards and homewards, at the place of the right diſcharge of the ſaid ſhip together with average, poynage and petty lodenage & all other duties due and accuſtomed according to the uſe of Eaſtern ſhips: And the ſaid Owners covenant

and grant by these presents, to warrant and prepare the said ship, strong and stanch both above and beneath, and well and sufficiently tackled and apparelled with masts, sails and sail-yards, anchors cables ropes, cords, guns, powder, shot, and all other instruments, munition, artillery, furniture, tackling and apparel, necessary and convenient for such a ship, with an able Master, eleven men and a boy, which shall be ready at all times convenient, with the boat of the same ship, to serve the said H.S. his Factors and assigns, to and from land during this present voyage afore-mentioned. And to the observing of all and singular the covenants, grants, articles, deliveries, receipts & agreements, and all other things above rehearsed, which on the part and behalf of the said Owners are to be observed and kept in form aforesaid, the said Owners bind them, and either of them, their executors, goods, and especially the same ship with her freight, tackle, and apparel, to the said H.S. his, &c. in the penalty of, &c. well and truly by these presents to be paid. And likewise to the observing of all and singular the covenants, grants, articles, deliveries, receipts, payments and agreements, and all other things above rehearsed, which on the part and behalfe of the said H.S. are to be observed and kept in form aforesaid, the said H.S. bindeth himself, his executors, and goods, whatsoever they be, and wheresoever they may be found, to the said Owners and their executors, in the penalty of, &c. well and truly to be paid by these presents. In witness, &c.

A transport of goods in a ship.

TO all &c. I A P. of &c. send greeting, &c. Whereas, I the said A.P. in the month of, &c. last past, did lade in the port of *London* of my own proper goods,

goods, and for my own proper use and accompt into and aboard the good ship called, &c. wherein one T.C. was then Master, for and during her then intended voyage, so much, &c. to the intent and purpose, that all the aforesaid kersies and clothes, should be transported for and in trade of merchandize, in and with the said ship, (amongst other her lading,) in her voyage then intended to be made to *Constantinople*, and other places beyond the seas and within the streights of *Gibralter*, and to returne again into the port of *London*. Now know ye, that I the said A.P. for and in consideration of the summ of, &c. by F.L. of, &c. to me paid, whereof I acknowledge the receipt by these presents: Have given, granted, alienated, bargained, sold, transfered, assigned and set over, and by these presents do absolutely give, grant, alien, bargain, sell, transfer, assign and set over unto the said F.L. as well all and every the said kersies and clothes aforesaid, which were laden into the said ship, for th'use, accompt, or behoose of me the said A.P. as afore is mentioned; As also all and every such adventure and adventures, summ and summs of money, goods, wares, merchandize, and encrease whatsoever, which is or shall be returned, had, gained or gotten, by reason or in respect of the said kersies and clothes so laden outward as aforesaid, or for or in respect of any part or parcel thereof in any maner of wise, to have, hold, take, receive and enjoy all the payments afore mentioned, to be hereby given, granted, alienated bargained, sold, transferred assigned and set over, and every part and parcel thereof to the said &c. to his and to their own proper use and uses, as his and their own proper goods, from henceforth freely for ever, and to the intent and purpose that the said F.L. his, &c. may the better have, receive and enjoy all the goods, merchandizes, and premisses afore

fore hereby granted, bargained, ſold, aſſigned and ſet over, and every part thereof, according to the true meaning and purport of theſe preſents, I the ſaid A.P. do hereby make, authorize and appoint him the ſaid, &c. my true and lawful Attorney irrevocable in my name and ſtead, but to his own uſe to do, execute, &c. all and every act, matter and thing whatſoever, touching or concerning the premiſſes, or any part thereof, in as ample manner, &c. giving and by theſe preſents granting, &c. and I do hereby covenant, &c. to ratifie all and whatſoever, &c. covenants for quiet enioying, without any let, reclaim, &c. and to do any further act, &c. but the ſaid F.L. to abide the hazard at Sea. In witneſs, &c.

A Deed of gift in conſideration of the diſcharging of Debts.

TO all, &c. I J.W. of, &c. ſend greeting. Whereas I am indebted, and do ow unto divers perſons divers ſummes of money, which I cannot ſatisfie or make payment of, as my ſaid Creditors do deſire, by reaſon many debts are owing unto me; And whereas my loving friends, &c. have undertaken to give ſatisfaction to my ſaid Creditors, for my ſaid debts owing as aforeſaid. Know ye, that I the ſaid J. W. for and towards the indempnity and ſaving harmeleſſe them the ſaid, &c. for and concerning the payment of the ſaid debts, have given and granted, and by theſe preſents do, &c. unto the ſaid, &c. all and every ſuch ſumme and ſumms of money, goods, chattels and debts, as I now have and am poſſeſſed of, and which are due, owing, or payable unto me, in the hands or cuſtody of any perſon or perſons whatſoever, mentioned in a Schedule or inventory to theſe preſents annexed; To have, hold, receive,

receive, take & enjoy the ſaid goods, chattels credits, debts, ſum and ſumms of mony, unto the ſaid, &c. their executors and adminiſtrators, to their and every of their uſe and uſes, and as their and every of their own proper goods for ever, abſolutely without any reclaim, challenge or contradiction of any perſon or perſons whatſoever. And I have ſet and put the ſaid, &c. in full and peaceble poſſeſſion of all and every the premiſſes, by the delivery unto them of a piece of money, called ſix pence fixed in the ſeal hereof. And for the better recovery of the ſaid debts, I the ſaid J. W. have made, ordained and authorized, and by theſe preſents conſtitute and appoint the ſaid, &c. and every of them to be my true and lawfull Atturney irrevocable in the name of me, my, &c. but to and for, &c. to ask, ſue for, leavy, recover and receive all and every ſuch goods, chattels, credits, debts, ſum and ſumms of money, as are in theſe preſents, and in the ſaid Schedule ſpecified; And all and every the debtor and debtors, detainer and detainers thereof, or of any part thereof, to ſue, implead and proſecute by due courſe of law, in any court of record or equity: Giving, and by theſe preſents granting, &c. my full power, ſtrengh, &c. (as in a letter of Att.) A covenant for allowing and juſtifying all actions, &c. without any non-ſuit, retraxit, or other act or thing, or without any accompt, &c. and to make further letters of Att. & aſſurance for the recovery of the premiſſes, the true performance whereof I bind me, my, &c. to the ſaid his, &c. in the ſumm of, &c. firmely by theſe preſents. In witneſs, &c.

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A deed of gift of goods of warranty.

TO all &c. I A.B. &c. send greeting. Know ye that I the said A.B. being of a good and perfect mind and without fraud or deceit, for divers good causes & considerations me hereunto moving, have given, granted and confirmed, and by these presents do give grant and confirm unto, &c. All and singular my goods, chattels, implements, debts, bills, bonds, specialties, necessaries, summes of money, and other things whatsoever, as wel moveable as immoveable, of what nature, kind, or quality soever they be, and in whose hands, custody, possession, governance or keeping, or whatsoever place or places they be or may be found, as well on this side as beyond the Seas. To have and to hold, leavy, perceive, use, receive and enjoy all and singular the said goods, chattels, implements, credits, debts, specialties, summes of money, and all other the premisses, with all and singular their appurtenances unto the said C. D. his &c. to th'only proper use and behoof of the said C. D. his, &c. for ever. Freely, peaceably, and quietly, without any manner of reclaim, challenge or contradiction of me the said A.B. my, &c. or of any other person or persons, by my means, title, or procurement in any manner or wise, and without any account, reckoning, or answer therefore to me, or any in my name, to be given, rendred or done in time to come. So that neither I the said A. B. my, &c. nor any other person or persons, by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premisses, or any part thereof, any interest, right, title, use or possession, but from all action of right, title, claim, interest, use,

nſe, poſſeſſion and demand thereof, we and every of us to be utterly excluded, and for ever debarred by theſe preſents. And I the ſaid A.B. my, &c. all the ſaid goods, chattels, and other things above mentioned, with their appurtenances unto the ſaid C.D. his &c. to th'uſe aboveſaid, againſt all people ſhall warrant, and defend by theſe preſents, of which ſaid goods, chattels and other things I the ſaid A.B. have put the ſaid C.D. in peaceable poſſeſſion, by the delivery of ſix pence, which I have payd and delivered to the ſaid C.D. the day of the date hereof. In witneſs, &c.

A Deed of gift.

TO all, &c. I A.B. &c. ſend greeting, &c. Know ye that I the ſaid A.B. for the love, good will, & affection, which I have and bear towards my loving friend C.D. of, &c. have given and granted, and by theſe preſents do freely, clearly and abſolutely give and grant unto the ſaid C.D. his &c. all and ſingular my goods, wares, houſhold-ſtuff, plate, jewels, ready mony, leaſes, chattles, implements, and all other things alive or dead whatſoever, as well moveable as immoveable, both real and perſonal, whatſoever they be, and in whoſe hands, cuſtody or poſſeſſion ſoever the ſame or any of them, or any part thereof can or may be found remaining and being, as well in the meſſuage or tenement with th'appurtenances, wherein I do dwell, as in any other place or houſe whatſoever within the, &c. To have and to hold all the ſaid goods, chattels houſhold-ſtuff, implements, and all other the premiſſes unto the ſaid his, &c. from henceforth to his and their own proper uſe, and as his and their own proper goods, for ever abſolutely without any manner of condition, &c. And I the ſaid A.B.

A.B. have ſet and put, &c. In witneſs, &c.

Nota.

If a Deed of gift be made of mony owing to the donor, let there be a Letter of Att. comprehended therein.

If the Deed be made of good chattels in conſideration of a debt, let there be a covenant in the ſame deed, that the donor ſhall permit the donee to come into the houſe, or any other place where the goods be, quietly and peacebly to receive and carry away the ſame to the uſe of the donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the ſame goods and chattels ſhall not be waſted, and that they are free from any former gifts, or incumbrances at th'enſealing, by a penny fix-d in the ſeal, or ſome part of the ſaid goods. But aſſurance for debt of goods and chattels is beſt to be done by bargain and ſale, indented with an Inventory.

A Covenant that the Leaſor ſhall ſeal a new Leaſe, and in the interim the Leaſee to enjoy, though the old Leaſe be ſurrendred.

TO all &c. I B.H. ſend greeting. Whereas I.M. at the requeſt of me the ſaid B.H. and for the conſideration hereafter ſpecified, hath granted and ſurrendred by his writing, bearing date, with theſe preſents, one Indenture of leaſe bearing date the, &c. and all the right intereſt and term of years, which he the ſaid I.M. now hath, or of right ought to have of, in and to, &c. in the ſaid Indenture of Leaſe, ſpecified by me the ſaid B.H. unto him the ſaid I.M. demiſed for the term of, &c. and for the rent of, &c. payably quarterly. Now know ye, that I the ſaid B.H. for me, my executors and adminiſtrators do covenant

nant and grant to and with the said I. M. his, &c. and to and with every of them by these presents, that I the said B. H. my, &c. in consideration of the said surrender of the said Lease and premisses, and for other good considerations me moving, shall and will at the cost and charges of me the said B.H. my, &c. at or before, &c. make, seal, and in due form of Law deliver unto the said I. M. his, &c. one other good and sufficient new Lease of the said, &c. for the remainder of the said term of, &c. then to come, for and upon such rent, covenants and conditions as are specified and contained in the Lease above recited, made by me the said B.H. unto the said I.M. And that the said I. M. his, &c. shall and may in the mean time, untill the said new Lease of the premisses shall be by me unto him so made, sealed and delivered, as is aforesaid, peaceably and quietly have, hold and enjoy the said messuage or tenement, shop and premisses, with the appurtenances, and every part and parcel thereof, without any let, trouble or contradiction of me the said B.H. my, &c. or any other person or persons, claiming, or which shall or may claim any estate or interest in or to the premisses, or any part thereof, by, from or under us, or any of us, in as large and ample manner and sort to all intents and purposes, as if the same Indenture of Lease had been in full force, and still remaining in the hands of him the said I.M. In witness, &c.

A Covenant not to commence any action or suit against a surety that stands bound.

TO all, &c. whereas I. M. and E. F. of, &c. by their obligation dated, &c. are and stand bound unto me the said I. in the summ of, &c. conditioned for payment of, &c. at a day long sithence past,

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as by the same obligation and condition thereof mo plainly appeareth, which said sum of, &c. or an part thereof, was not paid according to the conditio of the said obligation, whereby the said obligation be came forfeited. And whereas the said I. in *Easte* term, in the year, &c. in the Court, &c. obtained judg ment of, &c. together with, &c. costs against the said &c. as by the Records of the said Court more plainly may appear: Now know ye, that I the said, &c. fo divers good causes and considerations me especially moving, am pleased and contented, and for me my &c. do covenant, promise and grant to and with the said their, &c. That neither I the said, &c. my, &c. nor any of us, nor any other person or persons whatsoever, in the name of us, or any of us, shall at any time or times hereafter sue, implead, molest, arrest, attach, imprison and condemn, or cause to be, &c. the said I. M. his, &c. or any of them, for or upon the aforesaid obligation so forfeited as aforesaid, or by vertue of the said Judgment, or of any execution or elegit to be had or procured thereupon, or by any other wayes or means whatsoever. In witness, &c.

A covenant to pay the Sheriff or his Bayliff for apprehending a man.

TO all, &c. I T.O. of, &c. send greeting. Where as, &c. doth owe and is indebted unto me the said &c. in the summ of, &c. by bill or writing obligatory under his hand and seal, upon which bill I have commenced a suit at law, and thereupon had judgment, upon which I have taken out execution And whereas M.F. Sheriff of &c. or T.S. Bayliff of the wapentake or hundred of, &c. for the consider rations here-under written and agreed upon, hath un dertaken to do his best endeavour for the serving o

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the said execution, and by vertue thereof to apprehend the body of the said I.S. Now know ye that I the said T.O. for me, my, &c. do covenant, &c. That if the said M.F. or T.S. do serve the said execution upon the body of the said I.S. and him imprison & commit unto the Goale, whereupon he may remain charged with the said debt; or if upon serving the said execution the said I.S. do pay, &c. the said debt, or compound with me for the same, that then in any of the cases aforesaid, I the said, &c. shall and will forthwith pay the said M.F. or T.S. the summ of, &c. in consideration of the said business so to be performed, &c. In witness, &c.

Covenants between two Partners at the dissolution of their Co-partnership.

THis Indenture made, &c. between T.H.C. and G. of *London* of the one part, and W.I.C. and G. of *London* aforesaid of th'other part, witnesseth, that whereas the said T. and W. by their Indenture of Co-partnership bearing date, &c. for the consideration in the said Indenture specified, did condescend, conclude and agree to become and continue joynt-dealers and Co-partners together in the art and mystery of, &c. and in buying, selling, and uttering of, &c. and all other wares, commodities and merchandizes, belonging, or commonly used to and with the said trade for the term of, &c. from the Feast day of, &c. last past, &c. (if the said T. and G. should so long live: and unless they the said T. and W. should otherwise agree together, as by the said Indenture of Co-partnership, (whereunto relation being had) more at large, &c.) And whereas the said T. and W. by their mutual consents, free will and agreement, and for very good causes and considerations them thereunto

to moving, have thought good to dissolve and break off the Co-partnership, and from thenceforth to become no Co-partners together. Now this Indenture further witnesseth, that it is covenanted, concluded & fully agreed, by and between the said, &c. for, and concerning the premisses in manner and form following, viz. first the said W. for, and in consideration of a certain summ of money to him the said W. in hand, at th'ensealing and delivery of these presents by the said T. well and truly paid and delivered for him, his, &c. doth covenant and grant, &c. by these presents to assign and set over, remise and release unto the said T. his, &c. all and every such part, portion and share as he the said W. his, &c. hath, may, might or ought to have of, in and to all and singular the goods, chattles, houshold-stuff, wares, merchandizes, debts, obligations, specialties, bills obligatory, summ and summs of money, and other things whatsoever incident, or belonging to the said late Co-partnership, or joynt dealing in any manner of wise, and also his estate, interest, right and demand therein, or in or to any part thereof, together with all such benefit and commodity as he the said W. his, &c. might or ought to have had, taken or received, upon, for or by reason of the said bills, bonds, books, obligations, or specialties belonging to the said Co-partnership. And that it shall and may be lawfull to and for the said T. his, &c. to have, keep, receive and enjoy as well all and every the goods, chattles, houshold-stuff, wares and merchandizes belonging to the said late Co-partnership, as also all and every such debts, duties, summ and summs of money, as shall be had, received, obtained or gotten by vertue of the said books, bills, bonds, obligations or specialties, or any of them, or of any suit, judgment, execution or process, thereupon to be commenced, pursued,

had

had or taken without the let, trouble or contradiction, or the unjuſt plea in bar ariſing from any act or thing heretofore done, or hereafter to be done, or willingly ſuffered by the ſaid W. his, &c. or any of them, and without any accompt or other thing to be therefore rendred, or yielded to the ſaid W. his, &c. or any of them. And further, that he the ſaid W. heretofore hath not received any ſumm or ſumms of money, belonging to the ſaid late Co-partnerſhip, (other than ſuch as are already allowed upon accompt) nor hath releaſed or diſcharged, nor that he, his executors or adminiſtrators ſhall or will hereafter receive, releaſe, diſcharge or make fruſtrate all or any of the ſaid debts, duties, ſumm or ſumms of money, bonds, ſpecialties, or demands, due or to be due, by vertue of the ſaid bills, books, ſpecialties, obligations, or agreements or any of them (other than ſuch as are allowed upon accompt as aforeſaid) without the conſent or agreement of the ſaid T.H. his, &c. firſt had and obtained in writing under his or their hands, nor voluntarily or willingly diſcontinue, diſavow or ſuffer to be non-ſuited in, or make any *retraxit*, or otherwiſe diſcharge, hinder or delay any action, ſuit or plaint whatſoever, which he the ſaid T.H. now hath, or at any time hereafter ſhall commence, proſecute or purſue in the name of the ſaid W.G. his, &c. for the recovery or obtaining of the ſaid debts, duties, ſumm or ſumms of money, or demands belonging to the ſaid late joynt dealing, but that he the ſaid W.G. his, &c. ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts of the ſaid T.H. his, &c. juſtifie, allow, maintain and avow all and every ſuch action, ſuit, plaint and arreſt, as he the ſaid his, &c. ſhall commence, &c. for the recovering, levying, obtaining or getting of all or

any the debts, &c. belonging to the ſaid late Co-partnerſhip, ratifying, &c. all and every lawfull act, matter and thing whatſoever, which he the ſaid, his, &c. ſhall commence, proſecute, &c. for the recovering, &c. the ſaid debts, duties, &c. or any of them. And laſtly, that he the ſaid T.H. his, &c. ſhall and will from time to time, and at all times hereafter well and ſufficiently acquit and diſcharge, ſave and keepe harmeleſs the ſaid W. his, &c. of and from all and all manner of troubles, damages, arreſts, coſts, charges and incumbrances whatſoever, which ſhall or may be taxed, urged, or happen to be had, recovered or obtained againſt the ſaid T. his, &c. for or by reaſon or means of any action, ſuit, &c. which the ſaid T.H. now hath, or ſhall hereafter commence, &c. or cauſe to be commenced, &c. againſt any perſon or perſons, for recovering, having or obtaining any of the ſaid debts, duties or demands above ſpecified, or for any the debts, duties, ſumm or ſumms of money, or any thing whatſoever, touching the ſaid late Copartnerſhip now owing or which hereafter ſhall be due or payable to the ſaid T. and W. or either of them, or any perſon or perſons whatſoever, or for or by reaſon of any debts, now owing, or wares taken up upon credit by him the ſaid T. his, &c. and not charged upon the ſaid partible accompt, wherewith or whereby he the ſaid W.G. his, &c. ſhall or may be charged or chargeable. In witneſs.

A Partition of debts, between one Co partner, and th'Executor of the other, and to ſue, &c.

THis Indenture made, &c. between R.E. Citizen &c. and R.S. of *London* Gentleman, ſonne and he

heir apparent of W.S. late Citizen, &c. deceaſed, and executor of the laſt will and Teſtament of the ſaid W.S. of th'other part, witneſſeth, that whereas the ſaid R.E. and W.S, in the life-time of the ſaid W.S. for many years together, did deale and traffique as joynt-Partners and Occupiers in the trade of, &c. and other merchandizes, and in buying, ſelling, and merchandizing, and by reaſon thereof divers and ſundry ſumms of money, by divers and ſundry perſons, became due and payable to them joyntly as debts, owing to the ſaid R. and W. joyntly. And whereas therefore the ſaid R.E. and W.S. in the life-time of the ſaid W.S. by agreement between them, divers debts due and owing between them, did ſever and part in ſuch manner and forme, as in and by a certain paire of Indentures, bearing date the, &c. (and certain Schedules thereunto annexed) made between the ſaid R.E. of th'one part, and the ſaid R.S. &c. is mentioned, and more plainly doth and may appear, ſithence which time divers and ſeverall of the debts therein mentioned, have been received and compounded for, as well by the ſaid R.E. and W.S. in the life-time of the ſaid W. as alſo by the ſaid, &c. Executor of the ſaid W. ſithence the deceaſe of the ſaid W. And whereas alſo divers and ſundry other ſumms remaining then and yet unpaid, and uncompounded for, for the better recovery whereof, and for the continuing of peace and amity between them, they the ſaid R.E. and R.S. have equally divided thoſe debts, yet remaining unreceived or compounded for, as in and by two ſeverall Schedules thereof made (th'one called the firſt Schedule, wherein the debts, duties, ſumms of money and demands, yet unreceived, now allowed and appointed to the ſaid R.S. are contained and mentioned, and th'other called the ſecond Schedule,

wherein the debts, duties, summs of money and demands, yet unreceived and now appointed to the said R.E. are likewise conteined and mentioned, and hereunto annexed) more plainly, it doth and may appear.

This Indenture now further witnesseth, that it is covenanted, granted, concluded and fully agreed between the said R.E. and R.S. for and concerning the premisses in manner and forme following, viz. first the said R.E. for him, his, &c. doth by these presents grant, assign and set over, remise and release unto him the said R.S. all and every the debts, obligations and bills obligatory, and several summs of money in the said Schedule annexed, unto this present Indenture, called the first Schedule mentioned and expressed, and all his part, portion, interest, right & demand therein or thereof, with all such benefit and commodity, as the said R.E. his, &c. can or may lawfully take, receive or have upon or by reason of any the said obligations, bills, debts, duties or demands conteined or mentioned in the said Schedule called the first Schedule allotted to the said R.S. And further the said R.E. doth by these presents for him, his, &c. constitute and in his place appoint the said R.S. during his life, and after the death of the said R.S. his Executors and Administrators, to be his lawfull Attorney irrevocable, for and in the name of the said R.E. during his life, and after his decease, for and in the name of his, &c. to aske, take, &c. of all the debtors in the said Schedule called the, &c. and annexed to this present Indenture mentioned, or any of them, or of the heirs, &c. all and every the summ and summs of money in the said Schedule, called the first Schedule mentioned or contained, and the said R.E. for him, his, &c. doth covenant and grant to and with the said R.S. his, &c. by

these

theſe preſents, that it ſhall and may be lawfull to and for the ſaid R.S. during the life of the ſaid R.S. and to and for the Executors of the ſaid R.S. after his deceaſe, at the only coſts and charges of the ſaid R.S. his, &c. or ſome of them in the name of the ſaid R.E. during his life and after his death, &c. to proſecute any actions, ſuites or plaints for the recovery of all or any the debts, duties or demands in the ſaid Schedule annexed to this preſent Indenture, called, &c. conteined or mentioned, againſt all or any of the debtors therein named, them, &c. and the ſame actions, ſuits and plaints, and every or any of them, at the like coſts and charges of the ſaid R.S. his, &c. without the let, trouble, contradiction, or the unjuſt plea in bar, ariſing from any act heretofore done by the ſaid R.S. his, &c. to proſecute and purſue untill judgement and execution thereupon ſhall be had and taken, and all ſuch ſumm or ſummes of money, as ſhall upon or by reaſon of any ſuch ſuit or ſuits, happen to be recovered, had, levied, or received, to take and keep to the only uſe and behoof of the ſaid R.S. his, &c. without any accompt or other thing, to be therefore rendred or yielded to the ſaid R. his, &c. or any of them, ratifying, &c. all and every action, act and thing, which the ſaid R. his, &c. ſhall make, do, commit or execute, or cauſe, &c. in or about the premiſſes, for or touching the recovery or receiving of all or any the ſaid debts, in the ſaid Schedule mentioned. And the ſaid R.E. his, &c. doth by theſe preſents covenant, &c. to and with the ſaid R.S. his, &c. that the ſaid R.E. hath not heretofore releaſed or diſcharged, nor that he, his, &c. ſhall or will releaſe or diſcharge all or any the debts, duties, ſummes of money or demands, in the Schedule, &c. without the conſent or agreement of the ſaid R.S. his, &c. firſt had and obtain-

ed in writing under his or their hand, nor voluntarily or willingly diſcontinue, diſavow, or be non-ſuited in, or make any retraxit, or otherwiſe diſcharge, to hinder or delay any ſuch action, ſuit or plaint, which the ſaid R.E. his, &c. ſhall at any time hereafter commence, &c. in the name of the ſaid R.S. for recovery or obtaining of all or any the ſaid, &c. in the ſaid Schedule, &c. mentioned. But that the ſaid R. E. his, &c. ſhall and will from time to time, and at all times hereafter, juſtifie, avow, &c. all and every ſuch actions, ſuits, &c. which he the ſaid R.S. his, &c. ſhall at any time hereafter commence or proſecute at the coſts and charges of the ſaid R.S. his, &c against any perſon or perſons, for recovery or obtaining of all or any the ſaid debts, &c. in the ſaid Schedule annexed to this preſent Indenture, called, &c. mentioned or expreſſed. Ratifying, &c. all and every matter and thing whatſoever, which the ſaid R S. his, &c. or any of them ſhall commence, make, do, execute or proſecute, for the receiving, recovering, levying, &c. the ſaid debts, &c. or any of them. And the ſaid R S. for him, his, &c. and every of them in conſideration of the premiſſes, doth by theſe preſents covenant and grant to and with the ſaid R E, his, &c. and every of them, that he the ſaid R.S. his, &c. ſhall and will from time to time, and at all times hereafter ſufficiently acquit, diſcharge and ſave harmeleſs the ſaid R.E. his, &c. and every of them of and from all manner of dammages, troubles, ſuits, arreſts, coſts and charges whatſoever, which ſhall be taxed upon, or happen to be had, brought, recovered, or obtained againſt the ſaid R E. his, &c. goods, chattels or lands, for or by reaſon of any action, ſuit, plaint, proceſs, judgement, arreſt or execution which the ſaid R.S. his, &c. ſhall hereafter bring, commence, purſue or proſecute,

or

r cause to be, &c. against any person or persons, n the said Schedule annexed to this present Indenture alled the first Schedule named, contained or men- ioned there, &c. for the recovering or obtaining of ny the said debts, duties, &c. in the said Schedule mentioned. And the said R.S. for him, his &c. doth urther covenant, grant, assign, set over, remise and release unto the said R.E. all and every the debts, ob- igations and bills obligatory, and severall summs of money, duties and demands in the said Schedule cal- ed, &c. annexed to this present Indenture allotted to he said R.S. contained and expressed, and all bills, onds, obligatory writings and specialties whatso- ever, touching or concerning the same or any of hem, and all his part, portion, interest, or demand herein, or thereunto, or of any part or parcell thereof, together with all such benefit and commodity as the said R.S his, &c. can or may lawfully have, take, or receive, upon or by reason of any the said debts, duties or demands, contained or expressed in the said Schedule, &c. And that all and every the severall summs of money in the said Schedule, &c. annexed to these presents, conteined and expressed, shall be and remain fully and wholly to the said R.S. his, &c. without let, trouble or contradiction, or without any accompt, or other thing to be therefore rendred or yielded unto the said R.S. his, &c. or any of them. And the said R.S. doth by these presents fur- ther covenant, promise and grant, to and with the said R.E. his, &c. That neither the said W.S. in his life-time, nor the said R.S. sithence the time of his decease, nor either of them heretofore have not received, released, or discharged, nor that the said R.S. his, &c. shall or will receive, release, or dis- charge all or any of the said debts, duties, summ or summs of money or demands in the said Schedule,

&c.

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&c. conteined or expreſſed, and allotted to the ſa
R.E. for his part of the premiſſes as aforeſaid, wi
out the conſent of the ſaid R.E. his, &c. thereu
firſt had and obtained in writing under his or th
hands: Nor otherwiſe voluntarily or willingly d
charge, hinder or delay any action, ſuit or pla
whatſoever, which the ſaid R.E. his, &c. ſhall at a
time hereafter commence, &c. for recovery or obta
ing of all or any the ſaid debts, &c. in the ſaid Sch
dule, &c. mentioned: and whereas the debt-book, a
other books, bills, bonds, obligations and ſpecialti
wherein the debts, duties and demands before me
tioned, and wherein or whereby any wares or m
chandize were ſold, or delivered to the perſons in t
ſaid Schedule named, are contained or expreſſed, a
now in the hands and poſſeſſion of the ſaid R.S. the
fore the ſaid R.S. doth covenant for him, his, &c,
deliver the ſame to the ſaid R.E. his, &c upon demand
and ſhall and will likewiſe upon the like requeſt
the place aforeſaid, produce and ſhew forth to the ſa
R.E. the ſaid book called the debt-book, and all oth
books, ſcores and writings, which remain in the han
poſſeſſion or cuſtody of the ſaid R.S. wherein t
ſaid debts, duties or demands, or any of them contai
ed in the ſaid Schedule, &c. are mentioned or e
preſſed, or whereby or wherein any wares or mercha
dizes, touching or concerning the ſame, were ſold
delivered to any the perſons in the ſaid Schedule, &
whereby the ſaid R.E. may have and take the vie
benefit and uſe thereof, to be ſhewed or produced for
in any Court or Courts of Record, or elſewhere f
the declaring, proving or recovering of all or any t
ſaid debts in the ſaid Schedule, &c. or other occa
ons whatſoever without any let, &c. In witneſs, &

A Conveyance from I.T. and El. his wife, (being Tenants in tayle to R.H. and El. his wife, and the heirs and assigns of R.H. for ever.

THis Indenture, &c. between I.T. of, &c. Gent. and *Elinor* his wife, Cousin and next heir of T.L. late of the City of, &c. Gent. deceased, without line of his body (that is to say) only daughter and heir of W.L. Gent. elder brother and heir of the said T.L. of th'one part, and R.H. of, &c. and El. his wife of th'other part, witnesseth, that they the said I.T. and El. his wife, as well for and in consideration of the summ of 210.l. of, &c. by the said R.H. unto them the said I.T. and El. his wife, at the ensealing and delivery of these presents well and truly in hand paid, the receipt whereof they the said I.T. and El. his wife, do hereby acknowledge, and thereof and of every part and parcell thereof, do fully clearly, and absolutely acquit, exonerate, and discharge the said R.H. his heirs, Executors and Administrators, and every of them by these presents, have granted, aliened, bargained, sold and confirmed, and by these presents, &c. unto the said R.H. and El. his wife, all that one messuage or tenement, &c. together also with all and singular the roomes, sellars, sollors, halls, parlours, chambers, houses, housings, vaults, pavements, courts, yards, easements, and other hereditaments, emoluments and appurtenances whatsoever, unto the said messuage or tenement and premisses, or any of them appurtenant, belonging or appertaining, or had, used, demised, occupied or enjoyed as part, parcel or member the reof or as thereunto, or to any part thereof belonging or appertaining, and the reversion and reversions, remainder and remainders of them and every of them, and also

the

they the ſaid I.T. and El. his wife, for the con
deration aforeſaid, have granted, bargained and ſol
and by, &c. unto the ſaid R.H. his heirs and aſſign
all and ſingular letters-pattents, exemplifications
fines and recoveries, chirographies of fines, charter
deeds, Indentures, counterpanes, writings, evidence
eſcripts and minuments whatſoever concerning one
the premiſſes hereby mentioned, to be bargained a
ſold, or onely any part thereof, and which now are
the hands, cuſtody or poſſeſſion of the ſaid I.T.
of any other perſon or perſons, by his delivery or a
pointment, or to his uſe, or the uſe of the ſaid E
his wife, and which he may have, obtaine or com
by, without ſuit in the law, and alſo true copies
all ſuch other letters-pattents, exemplifications
fines and recoveries, chirographies of fines, char ter
deeds, indentures, counterpanes, writings, evidence
eſcripts and minuments whatſoever, amongſt othe
things concerning the premiſſes, or any part there
and which now are in the hands, cuſtody or poſſeſ
on of the ſaid I.T. or any other perſon or perſons,
his delivery or appointment, or to his uſe, or whic
he may have, obtaine or come by without ſuit in t
law; all and ſingular which ſaid letters-pattents, e
emplifications, chirographies, charters, deeds, inde
tures, counterpanes, writings, evidences, eſcripts a
minuments, ſo hereby bargained and ſold by the ſa
I.T. he the ſaid I.T. doth hereby grant and agre
to deliver, or cauſe to be delivered to the ſaid R
his heirs or aſſigns, on this ſide the Feaſt of the A
nunciation of the bleſſed Virgin *Mary*, now next co
ing, ſafe, uncancelled and undefaced, as now t
ſame are, together with the ſaid copies, the writin
of the ſaid copies to be paid for by the ſaid R.H.
the receipt of the ſaid copies, to have and to hold t
ſaid meſſuage or tenement and backſide, and

d ſingular other the premiſes hereby mentioned, to
e bargained and ſold, and every of them, with their
nd every of their appurtenances, & the reverſions and
emainders of them and every of them, unto the ſaid
.H and *El.* his wife, and the heirs and aſſigns of the
id R.H. to the onely proper uſe and behoof of the ſaid
.H. and *El.* his wife, and the heirs and aſſigns of the
id .R.H. for ever, without any mortgage, condition,
edemption, uſe or limitation, to recall, alter, charge
or determine the ſame to be holden of the chief Lord,
or Lords of the ſee or ſees, whereof the premiſſes
ave been holden by the rents and ſevices therefore
due and of right accuſtomed. And the ſaid I.T. for
himſelf, his heirs, executors and adminiſtrators, doth
covenant and grant to and with the ſaid R.H. his
heirs and aſſigns, and to and with every of them
by theſe preſents, that ſhe the ſaid *El* his wife, is
ſeized of the reverſion of the ſaid bargained premiſſes
of an eſtate to her and the heirs of her body lawfully
begotten, immediately expectant upon an eſtate for
the life of *Hellen Cl.* now wife of *Leo. Cl.* of, &c.
Gent. with further remainder or reverſion immedi-
ately expectant upon the ſaid eſtate taile, to the right
heirs of the ſaid *El.* for ever (without any reverſion
or remainder of the ſame, or of any part thereof, in
our ſovereign Lord the King, or otherwiſe) of the full,
abſolute reverſion, in fee ſimple expectant, upon the
ſaid eſtate for life of the ſaid *Hellen*: And the ſaid
I.T. for himſelf, his heirs, executors and admi-
niſtrators, doth covenant and grant to and with the
ſaid R.H. his heirs and aſſigns, and to and with e-
very of them by theſe preſents, that they the ſaid R.H.
and *El.* his wife, and the heirs and aſſigns of the
ſaid R.H. and every of them, ſhall and may from
time to time, and at all times hereafter, for ever, after
the deceaſe of the ſaid *Hellen*, peaceably and quietly
have

have, hold, occupie, poſſeſſe and enjoy the ſ
meſſuage or tenement, back-ſide, and premiſſ
without the let, interruption, trouble, expulſion
eviction of the ſaid I.T. and *El.* his wife, or eith
of them, or of their or either of their heirs, of th
or either of their bodies, begotten or to be begotte
or any other heir or heirs of them, or either of the
or of any heir or heirs of T.L. Gent. deceaſed, & wi
out any lawfull let, trouble, interruption, expulſi
or eviction of any other perſon or perſons whatſoev
now having or lawfully claiming to have, or whi
hereafter may have, or lawfully claim to have a
manner of eſtate, right, title, intereſt, thing or d
mand of, in, to, or out of the ſaid bargained premiſſ
or any of them, by, for, from or under them, or a
of them, or by, from or under the ſaid *Hellen*, or b
their or any of their means, conſent or procurem
(except ſuch perſon and perſons, which may lawfull
claim under the leaſes and eſtates herein after excep
ed) and freed and diſcharged, or otherwiſe with
convenient time, after reaſonable requeſt, well an
ſufficiently ſaved and kept harmleſs, and indempni
fied by the ſaid I.T. his heirs, executors and admi
niſtrators, or ſome or one of them, of and from a
and all manner of former and other bargaines, ſales,
gifts, grants, alienations, eſtates, leaſes, jointures,
dowers, uſes, wills, entayles, rent, charges, rents,
ſeck, and arrearages of all manner of rents, ſtatute
merchant, and of the ſtaple recognizances, judge-
ments, executions, fines, poſt-fines, and of and from
all other titles, troubles, charges and incumbrances
whatſoever heretofore had, made, done, committed,
omitted, or wittingly or willingly ſuffered or procu-
red, or hereafter to be had, made, done, com-
mitted, wittingly or willingly ſuffered or procu-
red by the ſaid I.T. and *El.* T.L. and H.C. either

of

r any of them, their or either, or any of their heirs, r assigns, or by any other person or persons whatsoever, by their or any either of their means, assent, onsent or procurement, one estate thereof heretofore ade by the said T.L. and *Hellen* his late wife, by ne and other assurances to the use of the said T.L. nd *Hellen*, and the heires of the said T.L. and one ease made by the said *Hellen* and I.T. and *El.* his ife to R. by Indenture bearing date *April* 25. n the twelfth year, &c. and all arrearges of ents, now accrued or to accrue, by reason of the me, and one other lease made by the said I. T. and *El.* to the said *Hellen* for one hundred ears, for better security of payment of 6.l. *per annum*, to the said *Helen*, and her assigns, during her ife only excepted, and fore-prized: and the said I.T. or himself, his executors and administrators, doth ovenant and grant, to and with the said R.H. and *El.* his wife, and the heirs and assigns of the said R.H. by these presents that they the said I.T. and *El.* his wife, and either of them, and their and either of their heirs and all and every other person and persons, now having or lawfully claiming to have, or which at any time hereafter shall or may lawfully claim to have any estate, right, title or interest, of, in or to the said premisses, and every or any of them, by, from, or under the said I.T. and *El.* his wife, and T.L. or by, from or under either or any of them, other than the said *Hellen*, and such as may claim under her, for her estate as aforesaid, and other than such, which may claim under the said excepted leases or either of them, shall and will from time to time, and at all times after the date of these presents, at and upon the reasonable request, and only cost and charges in the law of the said R.H. and *El.* his wife, and the heirs and assigns of the said

R.

R.H. or any of them do, make, knowledge, execu
and ſuffer, or cauſe to be done, made, knowledge
executed and ſuffered, all and every ſuch further, la
full and reaſonable act and acts, thing and things, de
viſe and deviſes, aſſurances and conveyances in th
law whatſoever, which ſhall be or may be for th
more better and perfect aſſurance, ſure-making an
conveying of all and ſingular the ſaid bargained pre
miſſes, and every part and parcell thereof, with the ap
purtenances unto the ſaid R.H. and *El.* his wife, an
the heirs and aſſigns of the ſaid R.H. to the onl
proper uſe and behoof of the ſaid R.H. and *El.* hi
wife, and of the heirs and aſſigns of the ſaid R.H
for ever according to the true intent and meaning o
theſe preſents, be it by fine, feoffement, recovery, wit
ſingle, double, or more voucher or vouchers, ove
deed or deeds inrolled or not inrolled, the inrollmen
of theſe preſents, releaſe or confirmation with warranty
or without warranty, or by all, every, any or as man
of the ſaid wayes and means, as by the ſaid R.H an
El. his wife, his heirs or aſſigns, or his or their
or any of their conncill learned in the law, ſhall be
reaſonably deviſed, adviſed and required, ſo as for
the making, doing, knowleging, executing, ſuffer
ing or performing ſuch further acts, things, deviſes,
aſſurances and conveyances, or any of them
the perſon or perſons that are to make ſuch fur
ther aſſurance by force of this covenant, or any o
them, be not compelled to travell above the ſpace o
twenty miles, nor by ſuch acts, things, deviſes, aſſu
rances or conveyances, or any of them be compelled
or compellable, to warrant, acquit or defend the pre
miſſes, or any of them, more largely, or more gene
rally, then onely againſt acts, charges, titles, troubles,
and incumbrances, had, made or done, or wittingly or
willingly ſuffered by them, or by any of their means, aſ
ſent,

sent, consent, privity or procurement, but not in any ways to warrant against the said leases and estates before excepted, or either or any of them. And moreover it is covenanted, granted, concluded and agreed upon, by and between all and every the said parties to these presents, that all and every fines, feoffments recoveries, acts, things, assurances and conveyances in the law whatsoever, hereafter to be had, made, levied, suffered, executed or performed, of the said premisses or any part thereof, and whereunto the said I. T. and E. his wife, or either of them, or their or either of their heirs shall in any wise be party or partys vouchee or vouchees, shall be and enure, and shall be deemed, construed, reputed, adjudged, and taken to be and enure, to the only proper use and behoof of the said R. H. and E. his wife, and of his heirs and assigns for ever, and to none other use or uses, intents or purposes whatsoever. And this Indenture further witnesseth, that the said I. T. for the consideration aforesaid, hath granted, bargained, sold and confirmed and by, &c. unto the said R. H. his Executors, administrators and assigns, all such goods, implements, houshould-stuff, utensils, and things which are mentioned in a Schedule indented, hereunto annexed, and doth hereby also Covenant and grant to and with the said R. H. his executors, administrators and assigns, that he hath full power and sufficient and good right and property to grant the same accordingly: & the said I. T. for himself, &c. doth covenant to and with the said R. H. his heirs and assigns, that he, his heires and assignes, shall and will at all times hereafter, upon the request and at the charges of the said R. H. his heirs or assigns, shew or cause to be shewn forth in any Court of Law or equity, or other place necessary, all evidences which he or they shall have in their hands, or may lawfully come by,

without suit of Law, concerning the said bargain premisses or any part thereof, for maintenance of his estate hereby mentioned, to be assured unto him his heirs, and shall and will permit and suffer the sa to remain in such court or place, so long as shall b necessary in such behalf. In witness whereof, &c.

Robert Farr (*being seized of a tenement in fee wi remainders wherein* Eliz. Farr *hath an estate for be life*) *having levyed a fine, now suffereth a recover and setleth and assureth the same to* Robert Black a *his heirs in fee simple by the subsequent deed.*

THis Indenture *quadripartite*, &c. between *Robe Farr*, sonne and heir of, &c. G.G. and E.*Ar.* &c. of the first part, *Robert Black* of, &c. of the se cond part, W.H. and T.H. of, &c. of the thi part, and I.P. and H.*Bl.* of the fourth part, witne seth, that for and in consideration of the summ 200.*l.* of, &c. to the said R.F. before the ensealin and delivery hereof, well and truely satisfied and pai by the said R.*Bl.* whereof the said R.F. doth by the presents acknowledge the receipt, and whereof, &c He the said R.F. and the said G.G. and E.*Ar.* a his request and nomination have and every of them hath (by and with the consent and direction of the said R.B.) granted, bargained, sold, aliened and con firmed, and by, &c. unto the said W.H. and T.H all that great messuage, &c. together with all houses buildings, &c. and the rents, services reversions an remainders thereof, and also all the estate, right, title interest, chalenge claim and demand whatsoever, o them the said R.F. G.G. and E.*Ar.* and every or a ny of them, of, in and to the said granted tenement &c. and also all deeds, evidences, charters, writings escripts and instruments whatsoever, which do touch

or concerning the ſaid gauted premiſſes, or any part thereof, To have and to hold the ſaid meſſuage or tenement, garden and premiſſes before, hereby granted or conveyed, or mentioned, or intended to be hereby granted and conveyed, and every part and parcell thereof, with the appurtenances unto the ſaid W.F. and T.Y. their heirs and aſſigns, to the onely uſes, intents and purpoſes hereafter in theſe preſents limited, expreſs'd and declar'd, that is to ſay, to the uſe of them the ſaid W.F. and T.Y. and of their heirs, untill a good and perfect common recovery ſhall be in due forme of law, at the coſts and charges of the ſaid R.B. or his heirs, had and executed, of and for the ſaid, hereby granted or intended to be granted, meſſuage, tenement and premiſſes againſt them the ſaid W.F. and T.Y. before the juſtices of the Court of Common Pleas at *Weſtminſter*, according to the uſual courſe of common recoveries in the ſame court uſed for aſſurance of lands & tenements; in which recovery the ſaid I.P. and H.B. ſhall be demandants and recoverers, and the ſaid R.F. ſhall be vouched to warrant, ſo as ſuch recovery ſo to be had, be had and executed before the end of the term of St. *Hillary* next enſuing the date hereof, and from and after the full execution of the ſaid recovery, (in caſe the ſame ſhall be had and executed before the end of the ſame term of St. *Hillary*, the ſaid Recoverers intended ſhall ſtand ſeized, or in caſe the ſaid recovery intended to be had ſhall not be had and executed by the time aforeſaid) then from and after the end of the ſame term of St. *Hillary*, to the uſe of the ſaid R.B. and of his heirs and aſſigns for evermore, and to and for none other uſe, intent or purpoſe, to be holden of the chief Lord or Lords of the Fee or Fees of the premiſſes by the rents & ſervices therefore due, and of right accuſtomed, and the ſaid R.F. for himſelf, his heirs, execu-

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tors and administrators, and for every of them doth covenant, promise and grant, to and with the said R. B his heirs and assigns by these presents, that for and notwithstanding any act, matter or thing, had, made or done to the contrary by him and the said E F. his father deceased, or either of them (except as herein after is excepted) the said R F. G G. and E. A. or some of them are, or one of them is, at the ensealing and delivery hereof, the true and lawful owners or owner of the said granted, or intended to be granted premisses, and every part and parcel thereof, and of and in the same, and every part and parcel thereof lawfully and rightfully seized of a good, sure, sufficient and absolute estate of inheritance in fee-simple, in his or their own right, and to the only use of them, or some or one of them, his or their heirs, by good assurance right or title in the law indefeizible, without any reversion remainder, or further interest in the Common wealth, or any other person or persons whatsoever, and also that notwithstanding as aforesaid (except as herein after is excepted) the said R. F. G. G. and E. A. or some or one of them have or hath, at the time of the ensealing and delivery hereof, full power, good right and lawful authority, to grant, convey and assure the said granted or intended to be granted premisses, and every part and parcel thereof, in manner and form aforesaid, and according to the true intent and meaning hereof: and further also, that the said granted messuage, tenement and premisses, and every part thereof, with their appurtenances now be and are, and so from time to time, and at all times hereafter shall or may be, remain and continue to the uses intents and purposes aforesaid, in manner and form aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, (freed) & discharged of and from all & all manner of former and other

ther bargains, sales, gifts, grants, leases, mortgages, jointures, dowers, wills, covenants, intails, statutes merchant & of the staple recognizances, judgments, executions, extents, rents, charge-rents, seck, arrearages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed, omitted or suffered to be done, or at any time hereafter to be had, made, done, committed, omitted or suffered to be done by him the said R. F. and the said E.F. his father, or either of them, except an estate assured to and upon E. H. widow, late wife of the said E. F. by him the said E. for the term of the life of the said E. of the premisses hereby conveyed, or intended to be conveyed, which is intended to be surrendred for the better execution of the said intended recovery, and also except a bargain and sale lately made by the said R F. G. G. and E. A. to the said W. F. and T. Y. of the same premisses, to hold from December 20. last past, for the term of one whole year, which bargain and sale was intended, and made for the better execution of these presents, and the said R F. for himself, his heirs, executors and administrators doth further covenant, promise and grant to and with the said R. B. his heirs and assigns by these presents, that he the said R. B. his heirs and assignes shall or lawfully may from time to time, and at all times hereafter for ever, according to the true intent and meaning of these presents, peaceably and quietly enter into, have, hold and enjoy the said granted messuage, tenement, garden and premisses, and every part and parcel thereof with the appurtenances, without any let, interruption, challenge, claim, disturbance, eviction, ejection, molestation, hinderance or denial, of or by the said R. F. or of or by any other person or persons whatsoever, having or claiming, or

pretending to have any lawfull eſtate, right, title or in-
tereſt in or to the premiſſes or any part thereof, from,
by or under him, or his ſaid father deceaſed, (except
the ſaid *El.* F. and ſuch as ſhall or may claim, for,
by, from or under, and onely for, by, from or under
the eſtate for life of the ſaid *El.* F. and the bargaine
and ſale before herein excepted) and further alſo, that
he the ſaid R. F. and his heirs, and all and every o-
ther perſon and perſons, having or claiming to have,
or that ſhall or may have, or claim to have any right,
title, eſtate or intereſt, of, in or to the premiſes,
from, by or under him or his ſaid father (except be-
fore excepted) ſhall and will from time to time, and
at all times hereafter, during the ſpace of ten years
next enſuing the date hereof, upon the reaſonable re-
queſt, and at the coſts and charges of the ſaid R. B.
his heirs or aſſigns, make, do, ſuffer, acknowledge
and execute, or cauſe to ſuffer to be done and execu-
ted, all ſuch further and other lawfull and reaſonable
acts, things and aſſurances, for the further, better and
more perfect granting, aſſuring and conveying of the
ſaid meſſuage, tenement, garden and premiſes, before
hereby granted or mentioned, meant or intended to
be hereby granted with th'appurtenances to the uſe of
the ſaid R. B. his heirs and aſſigns for ever, accord-
ing to the true meaning of theſe preſents, as by him
the ſaid R. B. his heirs or aſſigns, or by his or
their councel learned in the law, ſhall be in that behalf
reaſonably deviſed, or adviſed and required, ſo as for
the making of ſuch further aſſurance, neither the ſaid
R. F. nor any other perſon, by whom ſuch aſſurance is
to be made, ſhall be compelled or compellable to travel
for the doing thereof, further then the City of *London*
or *Weſtminſter*, and ſo as ſuch further aſſurance con-
taine not, nor imply any further or more general
warranty or acquitall, then is before herein com-
prized.

prized. And it is concluded and agree by and between the said parties to these presents, that all and every fine and fines, recovery and recoveries, and other assurances whatsoever, at any time heretofore had, made, suffered or executed of the premisses, or at any time hereafter be had or executed of the premisses or any part thereof, either alone by it self, or together with any other lands, tenements, or hereditaments, and whereunto the said R.F. hath been, or he or his heirs shall be in any sort consulor or consors, vouchee or voucheers, partie or parties, shall be and enure, and shall be deemed, adjudged and taken to be and enure, as touching the said granted premisses, to and for the only use of the said R.B. and of his heirs and assigns for ever, and to or for none other use, intent or purpose whatsoever; provided always, and it is the true intent and meaning of these presents, and of all the parties hereunto, that neither these presents nor any thing therein conteined shall extend, or be construed to extend to charge the said G.G. and *E. Ar.* or either of them, their or either of their heirs, with or for any warranty or acquitall of the said premisses or any part thereof, other then against him and themselves respectively, and his and their respective heirs. In witness &c.

Note.

A demise, bargain and sale was made by R.H.G.G. and E.A. to W.F. and T.Y. *Hebend.* to them for one year, form *Decemb.* 25. last, that the estate of freehold might rest in them without livery.

Note.

A Surrender is made by El. to R.F. of her estate for life, for otherwise W.F. and T.Y. could not have been made perfect tenants of the fre-hold.

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John Vaugh. *(seized of a tenement* jure uxoris *for her life, the remainder in fee-tail, belonging to* Th. Mo.*) together with his wife, and the tenant in tail, conclude to convey the same to* T. S. *and his heirs, the assurance is by fine and recovery, intended to be executed, the use whereof being to* T. S. *and his heirs, is directed by the following deed, wherein are comprized necessary covenants.*

THis Indenture *Quadripartite*, made, &c. between I. V. of, &c. and Mary his wife, late the wife of E. M. late of &c. deceased, of the first part, Tho. M. of, &c. son and heir of the said E. M. on the body of the said Mary begotten, of the second part, Th. S. of &c. of the third part, and W. F. of, &c. of the fourth part. Whereas the said J. V. and M. his wife, stand seized in the right of the said M. of an estate of free-hold, for term of the life of the said M. the remainder thereof in fee tail to the said T. M. party to these presents belonging with divers remainders over, of and in all that one great or capital messuage, &c. and also of and in all houses, edifices, &c. witnesseth now this present Indenture, that for and in consideration of the summe of 600. l. of, &c. to the said, &c. well and truly paid and satisfyed, it is concluded and agreed by and between the said parties to these presents, that a good and perfect estate of inheritance in fee-simple, shall be conveyed, setled and assured to and upon the said T. S. of and in all and singular the said great capital messuage, or tenement and mansion house, now used as two houses as aforesaid, and all other the premisses, before mentioned, with their and every of their rights, members and appur-

purtenances, and that to that end, intent and purpose, the said *John* V. and *Mary* his wife, and *Tho.* M. party to these presents, shall and will before the end of *Michaelmas* term, now next ensuing the date hereof acknowledg and levy to the said W. F. and his heirs, one fine *sur connuzance de droit come ceo*, &c. to be sued out with Proclamations according to the form of the Statute in that case made and provided of all and singular the said capitall messuage or mansion-house, and other the premisses, with th'appurtenances, by the name of two messuages with th'appurtenances in the Parish of, &c. or by some other apt name or names, as by councel shalbe thought meet, to the intent to make the said W. F. perfect tenant of the free hold of the premisses, that so one writ of entry *sur disseisin en le post* issuing out of the High Court of Chancery, and to be returnable before the Justices of the Court of Common Pleas at *Westminster* may be obtained and sued out, whereby the said T. S. shall demand against the said W. E. all the said capital messuage or mansion house and premisses, by some apt name or names, as by counsel shall be advised, to which writ the said W. F. shall appear in person, or by Atturney thereunto lawfully authorized, and after count or declaration against him by the said T. S he the said W. F. shall make defence by words of course and vouch to warranty, the said T. M. party to these presents, who shall likewise appear in person, or by his Atturney in that behalf, lawfully and sufficiently authorized, and after count or declaration against him by the said T. S. shall make defence by words of course, and vouch to warranty the common vouchee who shall appear in person at the Bar of the said Court of Common-Pleas, and after declaration against him, shall make defence and enter into the warranty, and afterwards

make

make default, whereupon ſeverall judgments ſhall or may be had, that ſo a good and perfect common recovery with double voucher, according to the courſe of common recoveries in the ſaid Court of Common Pleas uſed may be had and executed of the premiſſes. And this Indenture further witneſſeth, and it is the true intent and meaning of theſe preſents, and of all the parties to the ſame, that the ſaid recovery ſo, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the ſaid capitall meſſuages and premiſſes to be had or executed as aforeſaid, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and taken to be and enure, to and for the onely proper uſe and behoof of the ſaid T.S. and of his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe whatſoever. And the ſaid *John V.* for himſelf his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid T.S. his heirs and aſſigns by theſe preſents, that (ſaving and excepting the terms and eſtates herein after excepted) He the ſaid I.V. and *Mary* his wife, at the time of th'enſealing and delivery hereof are, and ſo untill the fine aforeſaid, by them to be levied as aforeſaid, ſhall be fully executed as aforeſaid ſhall be ſeized in the right of the ſaid *Mary* of a good eſtate of free-hold for the life of the ſaid *Mary*, of and in the capitall meſſuage, manſion-houſe and premiſſes before mentioned, to be ſetled and aſſured to or upon the ſaid T.S. or his heirs as aforeſaid, and that the ſaid I.V. and *Mary* his wife now have, and untill aforeſaid, ſhall have full power, good right, and lawfull authority to convey and aſſure the premiſſes to the ſaid T.S. and his heirs, for the life of the ſaid *Mary* according to the true intent and meaning of theſe preſents, and alſo that the ſaid capitall meſſuage

or mansion-house and premisses before mentioned or intended to be hereby setled or assured as aforesaid, and every part and pareell thereof with the appurtenances now be and are, and so from time to time, and at all times for ever, shall or may be, remaine and continue unto the said T.S. his heirs and assigns, according to the limitation aforesaid, and according to the true intent and meaning of these presents, clearly aquitted, exonerated and discharged, or otherwise by the said I.V. his executors or administrators, well and sufficiently saved and kept harmeless of and from all former and other grants, leases, morgages, estates, acts, titles, charges, troubles and incumbrances whatsoever, had, made or done, or to be had, made done or committed by him the said *John V.* and *Mary* his wife or either of them, except and foreprized one lease of Indenture bearing date, &c. made and granted by the said *John V.* and *Mary* his wife, and T.M. party to these presents, of certaine parts of the said capitall messuage then, &c. for the term of 31. years, from the Feast of the birth of our Lord God, then last past, upon which is reserved the yearly rent of 30.l. and 10.sh. and also except and foreprized such term and intereſt as *Tho. A.* hath in the other parts of the said capitall messuage, by vertue of a lease heretofore made to *Simon* L. Mercer deceased, for certain years yet to come, under the yearly rent of 44.l. and 10 sh. which said severall yearly rents from henceforth, for and during the rest and residue to come, of the respective terms before mentioned, to grow due and payable, it is concluded and agreed by and between the said parties to these presents, and every of them, and declared to be their true intent and meaning, shall continue, and be due and payable, and ought to be paid to the said T.S. his heirs or assigns; and the said I.V. for himself,

his

his heirs, executors and administrators, do h
ther covenant and grant to and with the said T
his heirs and assigns by these presents, that he
said T.S. his heirs and assigns, shall or lawfully m
from time to time, and at all times hereafter, for
ver peaceably and quietly enter into, have, hold a
enjoy all and singular the capital messuage, manso
house and premisses before mentioned, or intende
to be hereby setled or assured, and every part and p
cell thereof with their and every of their right
members and appurtenances, without any let, inter
ruption, disturbance or incumbrance of, or by the
the said I. V and Mary his wife, or either of them
or of or by any other person or persons, lawfull
claiming or to claim, or having right or title from
by or under them, or either of them, their or eithe
of their act, right, title or estate, except such as sha
or may claim by or under the leases before excep
ed, or either of them, and for the terms or intere
in or by the same leases granted only, and also th
he the said I. V. and Mary his wife, and either
them, shall and will from time to time, upon th
reasonable requeſt, and at the costs and charges
the law of the said T. S his heirs and assigns, mak
do, suffer, execute and acknowledg all and every suc
further and other lawful and reasonable acts, thing
and assurances in the law, containing or implyin
no further or more general warranty or acquittal
than onely against them the said I. V. and M. h
wife, and either of them, for the better assuring an
sure making of the said Premisses to the said T.
his heirs and assigns, as by him or them, or by h
or their Council learned in the Law, shall be in th
behalf reasonably devised, advised or required, an
so as for the doig thereof, neither the said I. V.
Mary be compelled to travell above ten miles fro
th

the place of his or her respective dwelling or abode, at the time of such request to be made. And the said T.M. party to these presents, for himself, his heirs, executors and administrators, and every of them, doth covenant and grant, to and with the said T.S. his heirs and assigns by these presents, that saving and excepting the terms and interests herein before excepted, he the said T.M. at the time of the ensealing and delivery hereof, is seized of a good, perfect and absolute estate of inheritance in fee-simple, of and in the said capital messuage, mansion house and premisses before-mentioned, or intended to be setled or assured, and until, &c. shall be setled and assured to and on the said T.S. his heires and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, shall be seized of all and singular the same capital messuage, mansion house and premisses, with th'appurtenances of a good, lawful and sufficient estate of inheritance, in fee-tail expectant, upon the death of the said *Mary Vaughan*, and at the time of th'ensealing and delivery hereof, hath, and until as aforesaid shall have full power, good right and lawfull authority, to convey, setle and assure the premisses, to and upon the said T.S. his heires and assignes for ever, in form aforesaid, according to the true intent and meaning of these presents, and also that all and singular the said capital messuage or mansion-house, and other the premisses before herein mentioned or intended to be conveyed, setled or assured as aforesaid, and every part and parcel thereof, with the appurtenances, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue unto the said T.S. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents clearly

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acquitted, exonerated and discharged, or otherwise him the said T.M. Party to these presents, heirs, executors or administrators, well and su ciently saved and kept harmeless, of and from all all manner of former and other bargains, sales, gif grants, leases, morrgages, estates, joyntures, dowe wills, Covenants, entails, Statute-merchant, and of staple, recognizances, judgements, executions, e tents, debts to the Common-wealth, debts of reco and of and from all other titles, charges, troubles a incumbrances whatsoever, at any time heretofo had, made, done, committed or suffered to done, or at any time hereafter to be had, made, don committed or suffered to be done by them the sa T.M. and the said E.M. his father, and T.M his grand-father, or any of them, or by any other pe son or persons whatsoever, the said leases herein be fore mentioned to be excepted, and either of them the said estate, for life of the said M.V. and the se farm-rent of 16.sh. issuing, or yearly due and payabl out of or for the said premisses, to the Major an Commonalty of the said City of B onely excepted an fore-prized; and the said T.M. for himself, h heirs, executors and administrators, doth further co venant and grant to and with the said T.S. h heirs and assigns by these presents, that he the sai T.S. his heirs & assigns, and his and their farmers an tenants shall, or lawfully may from time to time, a at all times hereafter, for ever peaceably and quietl enter into, have, hold, use, occupie, possess and enjoy a and singular the said capitall messuage, mansion-hous & premisses before mentioned, or intended to be con veyed, setled or assured, and every part and parcel thereof with th'appurtenances, and take, receive an enjoy the rents, issues and profits thereof, to his an their own use, without any let, interruption, di-

stur-

ſturbance or incumbrance of or by him the ſaid T.M. or his heirs, or of or by any other perſon or perſons whatſoever, claiming or to claim, or having or pretending to have any lawfull eſtate, right, title, intereſt or thing, of, in, to or out of the premiſſes, or any part thereof (except ſuch as ſhall or may claim for, by or under the leaſes, eſtates and rents before herein excepted, or any of them) And further that he the ſaid T.M. and his heirs, and all and every other perſon and perſons, that ſhall or may claim from, by or under him, ſhall and will from time to time, and at all times hereafter upon the reaſonable requeſt, and at the coſts and charges in the law of the ſaid T.S. his heirs or aſſigns, make, do, ſuffer, execute and acknowledge, or cauſe to be made, done, ſuffered, executed and acknowledged, all and every ſuch further, and other reaſonable and lawfull acts, things and aſſurances in the law whatſoever, for the further and better aſſuring, ſure-making, ſetling and conveying to the ſaid T.S. his heirs and aſſigns of all and ſingular the ſaid capitall meſſuage or manſion-houſe and premiſes before hereby mentioned, or intended to be hereby ſetled, conveyed or aſſured, and every part and parcel thereof by ſuch ways & means in the law, as by him the ſaid T.S. his heirs or aſſigns, or by his or their Councel learned in the law, ſhall be in that behalf reaſonably deviſed or adviſed and required, ſo as for the doing thereof the ſaid T.M. & ſuch others as are or ought to make ſuch further aſſurance by force of theſe Covenants, be not compelled or compellable to travell above fifty miles from the place of his or their reſpective dwelling or abode at the time of ſuch requeſt to be made: & it is declared to be the true intent and meaning of theſe preſents, and of all the parties to the ſame, that all fines, feoffments, recoveries, conveyances and aſſurances at any time hereafter

to

to be had, levied, ſuffered, executed or acknowledge
by or between the ſaid parties hereunto, or any of the
or any other perſon or perſons whatſoever of the ſa
capital meſſuage or manſion-houſe & premiſſes befo
mentioned, or any part thereof, either alone by it ſe
or together with any other lands, tenements or here
diraments ſhall be an enure, and ſhall be deemed, ad
judged, conſtrued and expounded, to be an enure,
and for the only uſe and behoof of the ſaid T.S. an
of his heirs and aſſigns for ever. and to none othe
uſe, intent or purpoſe: and the ſaid I.V and Mar
his wife, and T.M. Party to theſe preſents, for th
conſiderations aforeſaid, have granted, bargained an
ſold, and by theſe preſents do grant, bargain and ſe
to the ſaid T.S and his heirs, all and every the deed
charters, evidences, writings, counterparts of leaſe
eſcripts, and minuments, which do touch or concer
the ſaid meſſuage and tenement, or any part or par
thereof, all which or as many of them as now are,
be in the hands or poſſeſſion of the ſaid I.V. and M.
his wife, or either of them, or of any other perſon o
perſons, to his, her, or their own uſe. or by his or he
delivery, or in the hands or poſſeſſion of the ſaid T.
M. party to theſe preſents, or of any other perſon o
perſons, to his or by his delivery, the ſaid I. V. fo
himſelf, his executors and adminiſtrators reſpective-
ly, and the ſaid T.M for him his heirs, executors an
adminiſtrators, do ſeverally and reſpectively covena
and agree, to deliver or cauſe to be delivered, uncan-
celled and undefaced, or in as good condition an
plight as now the ſame are unto the ſaid T.S his hei
or aſſigns before the Feaſt-day of the birth of ou
Lord God next enſuing the date hereof. In witnes
whereof all the ſaid parties to every part of this Inden
ture *Quadripartite*, have put their hands and ſeals, &c.

William

William King (being seized of lands and, &c. in fee-tail with remainders) dieth, having issue three daughters, who as co-heirs enter. Now S. N. and Hest. his wife one of the co-heirs (for the better conveying of Hesters third part to J. F. and his heirs) suffer a recovery, and by this deed together with the tenants of the free-hold, and the Recoverers direct the use of the same recovery.

THis Indenture *Tripartite*, &c. between *Sam. N.* &c. and *Hester* his wife, (one of the daughters and co-heirs of W. K. late of, &c. deceased) of the first part, J. F. the younger of, &c. of the second part, and T. Y. of, &c. and N. L. and E. T. of the third part, witnesseth, that whereas the said S. N. and *Hester* his wife, in the right of the said *Hester* were at the beginning of the term of St. *Michael*, now last past, and before seized in fee tail, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided) of all that tenement, &c. containing by estimation one yard land, with th appurtenances, set, lying, and being in *Dundry* aforesaid, in the said County of *Somerset*, and of and in all houses, edifices, buildings, barns, stables, orchards, gardens, backsides, lands, tenements, meddows, leasows, pastures, commons, common of pasture, woods, underwoods, profits, commodities, emoluments and hereditaments whatsoever, to the said messuage and premisses, or any of them, or to any part and parcel of them belonging, or in any wise appertaining, and whereas the said S. N. and H. his wife, being so seized as aforesaid, since the beginning of the said last term of Saint *Michael* did, for and in consideration of the summe of 200 l. of, &c. to them by the said J. F. before the sealing and deli-

tuery hereof, well and truly paid and satisfyed, whereof they do hereby acknowledge the receipt, and thereof and of every part and parcel thereof, do clearly acquit and discharge the said I. F. his heirs, executors and administrators by these presents, conclude and agree to and with the said I. F. to convey and assure to the said I. F. his heirs and assigns for ever, to the only and proper use and behoof of him the said I. F. his heirs and assignes for evermore, the one full third part of all and singular the tenements, cottages, lands, and premisses, before in these presents mentioned or expressed, and of all and singular other the messuages, lands, tenements & hereditaments whatsoever within the Parish of *Dundry* and *Chew* aforesaid, or either of them, whereof the said *William King* the younger, (father of the said *Hester*) in his life-time, and at the time of his death was seized of an estate of inheritance by such wales, means and assurance in the law, as by the counsel of the said I. H. should be advised and thought meet, and whereas it was advised and thought meet by the Counsel of the said I. F. and concluded and agreed by and between the said parties to these presents, that a common recovery with double voucher should be suffered and executed of the said third part, by the said S. M. and H. his wife, of the messuages, tenement, cottage, lands and premisses before in these presents mentioned or expressed, for the cutting off the said intail, and barring all remainders, and for the assuring and settling of the inheritance of the same third part, to and on the said I. F. his heirs and assigns for ever, in pursuance of which said advice, conclusion and agreement, they the said S N. and *Hester* his wife, by their Deed indented, bearing date the first day of this instant moneth of *November* and inrolled in the High Court of Chancery the nineteenth day of the same moneth, (made between them

them the said S.N. and *Hester* of the one part, and the said T.Y. of the other part) have granted, bargained and sold to the said T.Y. and his heirs, on ful third part(the whole in three equal parts to be devided) of all and singular the tenement, cottage, lands and premisses before in these presents, mention'd or expressed, and of all and singular other the lands, tenements and hereditaments whatsoever, within the parishes of *Dundry* and *Chew* aforesaid, or either of them, whereof the said *W. King* the younger (father of the said *Hester*) in his life-time and at the time of his death was seized of an estate of inheritance, and the rents, reversions and services thereof, to be had and holden to the said T.Y. perfect tenant of the free hold of the premisses; that a good, perfect and common recovery, with double voucher, might thereof be had and executed in pursuance of, and according to the said conclusion and agreement; and whereas afterwards, in the same term of Saint *Michael* according to the conclusion and agreement aforesaid, the said N.L. and B.T. did pursue out of the said Court of Chancery one writ of entry *Sur disseisin le post* returnable before the Justices of the Court of Common Pleas at *Westminster*, whereby the said N.L. and *Ben.T.* demanded against the said T.Y. the said part of the messuage, tenement, cottage, lands and things herein before mentioned or expressed, and by the said conclusion and agreement, meant or agreed to be assured or conveyed to the said I. F. and his heirs aforesaid, by the names of the third part of two messuages of thirty acres of land, of ten acres of meadow, of thirty acers of pasture, of three acers of wood, and common of pasture, with the appurtenances, in *Dundry* and *Chew* in the county of *Somerset*, to which writ the said T.Y. appeared in person, and after declaration against him by the said N.L. and

B. T. he the said T. B. appeared in person at the Bar of the said Court & vouched to warranty the said S. N. and H. his wife, who likewise appeared in person, and did enter in the warranty, and afterwards vouched over the common voucher, who did likewise appear in person, and after declaration against him, made defence, and afterwards made default, whereby several judgments were had according to the course of common recoveries used in the said Court of Common-pleas, witnesseth now further this present Indenture, and it is hereby explained, declared and expressed, that the true intent & meaning of all the said parties to these presents before, and at the time of the suffering the said recovery, was, & every since hath been & yet is that the said recovery, & the whole execution thereof should, and for ever hereafter shall be and ensure, and the said recoverers and their heirs shall for ever hereafter stand and be seized of and in the said third part of the said tenement, cottage, land and premisses before mentioned, with the appurtenances, to and for the only proper use and behoof of him the said T. B. and of his heirs and assigns for ever, and to or for none other use, intent or purpose whatsoever, and for that end and purpose (according to the advice of counsel, and the conclusion and agreement aforesaid) the said S. N. and H. his wife, for them and their heirs, and every of them, and either of them doth by these presents remise, release and quit-claim all errours, writ and writs of errour, cause and causes of errour, mis-prisions & mis-entries and demands whatsoever which they the said S. and H. or either of them, their or either of their heirs have, or hereafter may or ought to have, for or by reason of any errours, mis-prision, mis-entry, erroneous obtaining or prosecution of the said writ, entry and judgements aforesaid, or any of them, or

ther matter or thing whatsoever, in or about or any way touching or concerning the said recovery, or any the proceeding or prosecution thereof: And the said S. N. for himself, his heirs, executors and administrators, and for every of them doth covenant, promise and grant, to and with the said I. F. his heirs and assigns, and to and with every of them by these presents, that he the said S. N. and H. his wife, at the time of the ensealing and delivery of the said recited deed, made to the said I. F. and before mentioned to be inrolled as aforesaid, were lawfully and rightfully seized, in the right of the said H. of and in one full third part (the whole in three equal parts to be divided) of all and singular the tenement, lands and premisse before herein mentioned in fee-simple or fee-tail, and at the time of the ensealing of the said deed as aforesaid, had full power, good right and lawfull authority, to grant, convey, settle and assure the said third part in manner and form aforesaid, according to the true intent and meaning of these presents, and also that the said third part of the said tenement, land and premisses before herein mentioned, or intended to be conveyed, settled or assured to the said I. F. as aforesaid, now be and are, and so from time to time, and at all times hereafter for ever shall or may be, remain and continue unto the said I. F. his heirs and assigns according to the limitation aforesaid, and the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by them the said S. N. and *Hester*, their executors or administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, jointures, dowers, wills, covenants, entails, statutes merchant, & of the staple recognizances, judgements, executions,

extents, debts to the Common-wealth sequestrations, debts of Record, fines, issues, amerciaments and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by the said S.N. and *Hester*, *William King* the younger, and *William King* the elder, father and grand father of the said *H.K.* or any of them, or by any other person or persons whatsoever claiming or to claim, from, by, or under them, or any of them, and the said S.N. for himself, his heirs, executors and administrators, and every of them doth further covenant, promise and grant, to and with the said I.F. his heirs and assigns, and every of them by these presents, that he the said I.F. his heirs and assigns, and his and their farmers and tenants shall or lawfully may from time to time and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupie, possess and enjoy one whole third part of all and singular the tenements, lands and premisses before mentioned, and take, receive and enjoy the rents, issues and profits thereof to his and their own use, without any let, interruption, challenge, claim, disturbance or incumbrance of or by them the said S.N. and *Hester*, or either of them, their or either of their heirs, &c. or of or by any other person or persons whatsoever, lawfully claiming, or having or pretending to have any lawful estate, right, title, interest or thing of, in, to or out of the said granted third part, from, by or under the said Hester, and her said Father and grandfather, or any of them. And further

For better assurance.

that he the said S. N. and Hester his wife, and the heirs of the said Hester shall and will from time to time, and at all times hereafter upon the reasonable request, & at the

costs and charges in the law of the said I. F. his heirs and assigns, make, do, suffer, execute and acknowledge, or cause to be made, done, suffered, executed and acknowledged, all and every such reasonable and lawful acts, things and assurances in the law whatsoever, for the further and better settling, assuring, sure making and conveying to the said I. F. his heirs and assigns, for ever, according to the true intent and meaning of these presents, the said g. part before herby mentioned or intended to be conveyed and assured of and in the tenements, lands and premisses aforesaid, by such ways and means in the Law, as by him the said I. F. his heirs or assigns, or by his or their Counsel learned in the Law, shall be in that behalf reasonably devised, or advised and required, for the making whereof, the said S. N. or *Hester*, shall not be compelled to travel above twenty miles from the place of his, her or their dwelling or abode at the time of such request to be made, nor to enter into any further or more generall warranty, or acquittal than is herein comprized, and the said S. N. and H. his wife, for the considerations aforesaid, have granted, bargained and sold, and by, &c. to the said I. F. his heirs and assigns, all deeds, charters, writings and evidences which do touch or concern the premisses aforesaid, or any part thereof, and all the right, title, and demand of them the said S. and H. of, in and to all and every or any the same deeds, evidences and writings. In witness whereof all the said parties have to each part of this Indenture *tripartite*, &c.

W.B. being possessed of lands, &c. for a term of yea
(the inheritance of which lands in fee-simple, we
conveyed to R.R. and W.K. in trust to be disposed o
as W.B. and his wife should appoint) covenants wi
W. for sale, the assurance advised thus, That fo
keeping on foot the term, and preventing incumbra
ces, the term should be granted to W.D. himself, a
the inheritance to W.D. his son, the inheritance i
conveyed to the son, as followeth.

THis Indenture, &c. between W.B. of &c. R. R. and W.K. of, &c. of the one part, and W.D. and W.D. of, &c. witnesseth, that for and in consideration of the summ of, &c. to the said W.B. by the said W.D. the elder before the ensealing hereof paid, as well for certain terms and interests by the said W.B. to him the said W.D. already made and granted of the parcels of lands herein after granted, as for the inheritance thereof, hereby intended to be granted and conveyed, the said R.R. and W.K. at the request of the said W.B. and by the appointment, and with the attornment of the said W.D. th elder, have, and either of them hath granted, bargained, sold, aliened and confirmed, and by, &c. to the said W.D. the sonne and his heirs, all that messuage, tenement, &c. and all rents, reversions, remainders and services of the said premisses, and all their, and either of their right, title, interest, challenge, claim and demand whatsoever, of, in, and to the same premisses, to have, hold, and enjoy the said, &c. unto the said W.D. the son, his heirs and assigns for ever, to his and their own use for evermore, to be holden of the chief Lord or Lords of the fee or fees of the premisses, by the rent

and

and ſervices therefore due, and of right accuſtomed: and it is concluded and agreed by and between the ſaid parties that neither theſe preſents, nor any thing therein contained, ſhall extend or be conſtrued to extend, to bind or charge the ſaid R. R. and W. K. or either of them, their or either of their heirs touching the premiſſes, otherwiſe then againſt his and their own acts reſpectively. In witneſs whereof, &c.

Note.

That in reſpect of the Attornment of tenant, the eſtate of inheritance paſſeth legally without livery.

B.M. *being ſeized of lands,* (jure uxoris) *ſhe being a co-heir, purchaſeth of* J B. (*to whom the eſtates of the other co-heirs is come*) *all the lands, the conveyance is by recovery concluded to be ſuffered by* J B.

THis Indenture, &c. between J B. of, &c. ſon and heir of *William Beaumont* late of &c. deceaſſed, and M. his wife, one of the daughters and co-heirs of D.S. Gent. deceaſed of th'one part, and B. M. of, &c. *William H. I. H.* of &c. and *Rich. C.* of, &c. of th'other part, witneſſeth, that the ſaid *John Beaumont*, for and in conſideration of the ſumme of 500.l. of, &c. to him by the ſaid B. M. before, &c. whereof, &c. hath agreed to grant, convey and aſſure to the ſaid B. M. his heirs and aſſigns for ever, all that tolt and eight acres of land by eſtimation, be they more or leſs, called, &c. and alſo common of paſture for ſix young Beaſts, and one houſe with th'appurtenances in *Wickware Heath*, all which premiſſes are ſcituate, &c. and now are in the tenure, holding or occupation of the ſaid B. M

in,

in the right of E. his wife, the daughter of R. W. d
ceased, for term of her life, and which said premi
late were the inheritance of the said D. S. and by a
after his death, descended & came to his three daug
ters, viz. the said M. E. the wife of R. C. and
the wife of I. M. the parts and portions of whi
E. C. and B. he the said W. B. purchased and d
ed thereof seized. And also the said I. B. for the co
siderations aforesaid, hath agreed to grant, conv
and assure to the said B. M. his heirs and assig
for ever, all other the messuages, lands, tenements an
hereditaments of him the said I. B. within the Pari
of W. aforesaid, and all rents, reversions and service
of the premisses, and every part thereof, by such way
and means as by him the said B. M. or his Coun
sel learned in the law, shall be in that behalf reaso
ably devised and required: and this present Indenture
further witnesseth, that the said I. B. doth for him
self, his heirs, executors and administrators, cove
nant, promise, and grant to and with the said B.
M. his executors, and administrators and assigns by
these presents, that he the said I. B. shall and will be
fore the end of *Easter*-term now next ensuing, by
deed indented and inrolled in the High-Court of
Chancery, bargain and sell to the said W. H. and
I. H. and their heirs, all the said toft and premisses,
to have and to hold to the said W. H. and I. H. and
their heirs, during the natural life of the said I. B. to
the intent and purpose to make them tenants of the
free-hold of the premisses, and that a writ of entry
sur disseisin in le post, shall be brought and prosecu
ted, by the said R. C. against the said W. H. and
I. H. whereby he shall demand the said premisses by
some fit and apt names against them the said W. H.
and I. H. who shall appear in person, and touch to
o war-

warranty, the said I. B. who shall likewise appear in person, and vouch over to warranty the common vouchee, who shall likewise appear in person and enter into the warranty, and afterwards make default, and depart in contempt of the Court, whereby several judgements shall be had, (viz.) for the said R. C. to recover the premisses against the said W. H. and I. H. and for them to recover in value against the said I. B. and for the said I. B. to recover over in value against the common vouchee, which said recovery, so or in any other manner to be had and executed, and all fines, feoffments, and other assurances at any time hereafter to be had or executed, of the premisses or any part thereof, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, to and for the only use and behoof of the said B. M. and of his heirs and assigns for ever: and the said I. B. for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said B. M. his heirs and assigns by these presents, that he the said I. B. at the time of th'ensealing and delivery hereof is, and until the said premisses shall be fully and perfectly conveyed and assured to the said B. M. his heirs and assigns for ever, according to the true intent and meaning of these presents, shall be the true and lawful owner of the said premisses and every part thereof, and of and in the same and every part therof lawfully and rightfully seized of a good estate of inheritance in fee-simple, in his own right, and to the only use of him and his heirs, by good, sure, sufficient, and absolute conveyance, assurance and title in the law indefeazible, and also that he the said I. B. at the time of th'ensealing and delivery hereof, hath, and until the said premisses shall be assured as aforesaid, shall have full power, good right, and lawfull authority, to bargain, sell,

con-

convey and assure the said premisses, and every p
thereof, to the said B.M. his heirs and assignes
ever, according to the true intent and meaning
these premisses, and also that the said premisses,
every part thereof, now be and are, and so from t
to time, and at all times hereafter for ever, shall
may be, remain and continue to the said B. M.
heirs and assigns clearly acquitted and discharge
or otherwise by him the said I. B. his heirs and
signs, well and sufficiently saved and kept harmle
of and from all and all manner of former and ot
bargains, sales, gifts, grants, leases, mortgages, jo
tures, dowers, wills, covenants, statutes, recogniz
ces, judgements, executions, extents, rents, char
rents seek, arrearages, of rents, and of and from all
ther titles, charges, troubles and incumbranc
whatsoever, at any time heretofore had, made, do
committed or suffered to be don, or at any time he
after to be had, made, done, committed, omitted
suffered to be done by him the said I.B. or by the s
W. B. or by any other person or persons whatso
ver, (except the estate of the said E.
for her life, and except the rents and services fro
henceforth to be due & payable to the chief Lord
Lords of the fee or fees of the premisses) and also t
said I.B. for himself, his heirs, executors and adm
nistrators doth covenant, promise and grant, to
with the said B. M. his heirs and assigns by the
presents, that he the said B. his heirs or assigns sh
or lawfully may, from time to time, and at all tim
hereafter for ever, peaceably and quietly have, hol
and enjoy the said premisses and every part there
without any let, interruption, challenge, claim,
disturbance or incumbrance of or by him the said I.
or his heirs, and without any lawful let, interruptio
challenge, claim, disturbance or incumbrance

by any other person or persons (except such as shall or may claim, by or under the right or title of the said E. M. or for the rents and services aforesaid:) And further that he the said I. B. and his heirs, and every other person and persons, lawfully claiming or to claim any manner of lawful estate, right, title, or interest in or to the premisses (except before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the costs and charges in the law of the said B. M. his heires or assigns, make, do and execute all and every such further acts and things, for the further and better assuring of the said premisses, & every part thereof to the said B. M. his heirs and assigns for ever, as by him the said B. M. his heirs or assigns, or by his or their counsel, &c. so as for the doing thereof, &c. a bargain and sale of deeds, &c. In witnes, &c.

Nota.

B. M. demiseth the lands to A. and B. *Habend.* fourty years, (if the coverture between him and E. his wife so long continue) on trust, to suffer him to enjoy and make such grants as he shall appoint.

Nota.

B. M. surrendreth to I. B. the premisses *Habend.* to him and his heirs, provided, if I. B. or his assigns pay not 200 l. before Midsummer next, &c. to be void, B. M. to enjoy the premisses in the mean time.

Peter

words,

to her

heirs

P. H. purchaseth lands of W. H. & uxor, (other la
he holds in the right of J. his wife, to whom the sa
were devised by R. J. her brother in fee simp
the brother and heir of the devisor intendeth to se
other lands which came to him by descent, an the sa
P. and J. in tail. Now for the settling as well the la
purchased of H. as all the rest, a fine is levied by W
H. & uxor, J. J. (heir to the devisor) & uxor, and t
said P. & uxor, and T. P. and J. C. The uses where
are declared by the deed following.

THis Indenture *tripartite*, &c. between W. H. o
&c. and M. his wife, T. J. of &c. brother and
heir of R. J. late of, &c deceased, who was son and
heir of J. J. late of &c. deceased (begotten on the bo-
dy of J. his wife, daughter of T. P. of &c. decea-
sed) and A. the wife of the said T. J. of the
first part, P. H. and J. his wife of the second part,
and T. P. and J. C of, &c. of the third part,
witnesseth, that whereas the said W. H. by his deed in-
dented, bearing date *April* 18. in the sixteenth year
of &c. for the consideration therein expressed, did
grant, bargain, sell and convey to the said P. H. his heirs
and assigns for ever, two several messuages or tene-
ments, with the gardens and appurtenances thereunto
belonging, situate and being, &c. and then and yet in
the several holdings of &c. and also three several hol-
dings of, &c. and also three several messuages or te-
nements, with a garden or out ground on the back
part thereof, and to the same three tenements, or some
of them belonging or appertaining, situate and being,
chal-
then, and yet in the several tenures of oc-
cu-

cupation of, &c. as in and by the same deed indented more at large appeareth, and whereas also the said R. J. being in his life-time lawfully seized in fee-tail, of and in all the messuages, lands, tenements and hereditaments hereafter mentioned (that is to say) all that great messuage or tenement, wherein, &c. situate and being, &c. and also two other messuages or tenements, &c. and also three gardens, &c. and in his life, time, (*viz.*) in the fearm of *Easter* in the sixteenth year of, &c. acknowledge and levy to the said P. H. and T. P. one fine *sur conuzance de droit come ceo, &c.* which was sued out with Proclamation, according to the form of the statute in that case made and provided, before the then Justices of the Court of Common-pleas at *Westminster*, of all the said messuages, lands, tenements and premises, by the names of nine messuages and four gardens, with th'appurtenances in, &c. as by the said fine remaining of Record in the said Court more at large may appear. Which said fine was levyed to the intent and purpose, to make the said R. I. tenant of all the said premises in fee-simpl, as by Indentures to that purpose made, bearing date *April* 20. in the said sixteenth year, &c. made between the said R. I. of the one part, and the said T. P. and P. H. of the other part, more at large it doth and may appear: and whereas the said R. I. after the levying of the said fine (that is to say) *April* 25. in the seventeenth year of, &c. by the last will and Testament in writing, bearing date the day and year last mentioned, did give and devise in these words, *viz.* I give and bequeath all that tenement, &c. unto *Joan* H. my sister, wife of *Peter* H. and to her heirs and assigns for ever, and also in another place of the said Will gave and devised in these words, (*viz.*) *Item.* I give to my sister I. H. and to her

heirs

heirs and assigns for ever, my house, lodge and o
chard with the appurtenances, lying and being,
as by the said Will and Testament may appear,
whereas the said *Richard Jones* afterwards dyed, l
ving all the residue of the said Messuages, lands, ten
ments and premisses, to descend and come to
said T. J. as brother and heir of the said
J. witnesseth now further this present Indenture
that for the consideration aforesaid, and for and
consideration of the summe of 40. l. to him the sa
T. J. by the said P. H. before th'ensealing a
delivery hereof, well and truly satisfied and paid, whe
of he acknowledgeth the receipt, and thereof, and
every part and parcel thereof, doth clearly acqu
and discharge the said P. H. his heirs, &c. and e
very of them for ever by their presents, and fo
settling the inheritance of all the said messuage
lands, tenements, hereditaments and premisses, i
such manner and form as hereafter in these pre
sents is mentioned, limited and declared, and
for divers other good causes and considerations
all the said parties moving, it is covenanted,
granted, concluded and agreed, by and be
tween all the said parties to these presents, tha
they the said W. B. and M. his wife, T. J. and A
his wife, P H. and J. his wife, shall and will before th
end of *Easter* term next acknowledge and levy t
the said T. P. and J. C. and to the heirs of one o
them one fine *sur conuzance, &c.* to be sued out with
Proclamations according to the form of the statute in
that case made and provided, before the Justices o
the Court of Common-pleas at *Westminster*, of all the
messuages, lands, tenements and premisses before
mentioned, by the names of thirteen messuages, and
seven gardens, with the appurtenances in, &c. which
fine so or in any other manner to be acknowledged

and

nd levied, and all other fines and fines to be had, levied or acknowledged by or between the ſaid Parties, or any of them, or any other perſon or perſons of the ſaid premiſſes, or any part thereof, ſhall be and enure and ſhall be deemed, adjudged, conſtrued, and expounded to be and enure, to and for the only uſes, intents and purpoſes, hereafter in theſe preſents, limited, expreſſed, and declared, (that is to ſay) as touching and concerning all the ſaid meſſuages, tenements, gardens and premiſſes before mentioned, to be granted, bargained, ſold or conveyed by the ſaid *W. Ho.* in and by the ſaid recited deed indented, to the uſe and behoof of the ſaid *P. Hobbs*, and of his heirs and aſſignes for ever, and as touching all other the meſſuages, lands, tenements, hereditaments and premiſſes before mentioned, meant or intended to be compriſed in the ſaid fine hereby agreed to be levied, whereof no uſe is herein before expreſſed, and of every part and parcel thereof, with th'appurtenances, to the uſe and behoof of the ſaid *Peter H.* for term of his naturall life, and from and after his deceaſe, to the uſe and behoof of the ſaid *Joan* H. for the term of her naturall life, and from and after her deceaſe, to the uſe and behoof of the firſt ſon of the ſaid *P. Hobbs*, on the body of the ſaid *Joan* his wife begotten and to be begotten, and of the heirs males of the body of ſuch firſt ſonne lawfully to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the ſecond ſon of the ſaid *Peter Hobbs*, on the body of the ſaid *Joan* his wife begotten and to be begotten, and of the heirs males of the body of ſuch ſecond ſonne lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of all and every other ſonne and ſonnes of the ſaid *P.* H. on the body of the ſaid *Joan* his wife to be begotten, one after another, as they ſhall be in ſeniority of age, and priority of birth,

and of the heirs of the body of every of the ſame ſonnes reſpectively to be begotten, the elder of the ſaid ſons and the heirs of his body, being alwaies preferred before the younger, and the heirs of their bodies, and for default of ſuch heirs, to the uſe and behoof of all the daughters of the body of the ſaid P.H. on the body of the ſaid J. his wife begotten and to be begotten, and of the heirs of the body of the ſame daughters reſpectively, lawfully to be begotten, and for default of ſuch heirs, to the uſe and behoof of the ſaid P.H. and I. his wife, and of their heirs and affigns for ever: provided alwaies, and it is explained and declared to be the true intent and meaning of theſe preſents and of all the parties to the ſame, that it ſhall be lawful to and for the ſaid P. H. and I. his wife, at any time during the coverture between them by any writings or writing indented to be by them ſigned and ſealed in the preſence of three or more credible witneſſes, who ſhall thereunto ſubſcribe or indorſe their names or marks, teſtifying the ſame to alter, change, revoke, determine, diminiſh or inlarge all or any of the uſe or uſes herein before limitted, touching or concerning the ſaid meſſuages, tenements and premiſſes herein before limited, to the ſaid P. H. and I. his wife, or either of them for their lives, or any part or parcell thereof, and by the ſame writing or writings, or by any other writing or writings indented, ſo ſigned, ſealed and teſtified as aforeſaid, to limit and appoint any other uſe or uſes of the ſame meſſuage or meſſuages, tenements and premiſſes laſt mentioned, or any part or parcel thereof, to the ſaid perſon or perſons, or to any other perſon or perſons, and of ſuch eſtate and eſtates as to them ſhall ſeem beſt, and in caſe any ſuch new limitation or appointment of uſes ſhall be made, that then the ſaid fine ſo to be levied, ſhall be [illegible] en-

enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, as touching the ſaid meſſuages, tenements, lands and premiſſes laſt mentioned, and every part thereof, to and for ſuch new uſe and uſes, as in and by ſuch writing or writings, ſo to be ſigned, ſealed and teſtified as aforeſaid, ſhall be expreſſed, limited and declared, any thing, &c. and the ſaid *Thomas Jones* for himſelf his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *P. Hobbs* and *Joan* his wife, and either of them, their and either of their heirs, &c. by theſe preſents, that all the ſaid meſſuages, tenements and premiſſes, and every part and parcell thereof with the appurtenances now are and be, and ſo from time to time, and at all times hereafter for ever, ſhall or may be, remain and continue to the ſeverall and reſpective uſes before herein mentioned, limited and declared, according to the true intent and meaning hereof, clearly freed and diſcharged of and from all former and other bargains, ſales, gifts, grants, leaſes, mortgages, charges, troubles and incumbrances whatſoever had, made, committed or done by him the ſaid *Tho. Jones*, or any other perſon or perſons, lawfully claiming or to claim, by, from or under him. In witneſs, &c.

A Marriage is intended between Tho. Geo. *Eſquire, and* Ph. B. *ſingle woman*, Ph. (*in regard the joynture agreed on cannot preſently be aſſured,*) *with conſent of* Tho. *makes over all her land, &c. jewels, moneys, &c. to* Eliz. *her ſiſter in truſt, &c.*

THis Indenture tripartite, &c. between *T. Geo.* Eſquire, ſonn and heir of Sir. *Tho. G.* of, &c. knight, of the firſt part. *Ph. B.* ſingle woman, and

daughter of, &c. of the second part, and *Eliz.* B. ſiſter of the ſaid *Ph.* B. of the third part, witneſſeth that whereas there is a marriage agreed upon, and ſhortly (by Gods grace) to be had and ſolemnized between the ſaid T. G. and the ſaid Ph, B. and whereas the ſaid P. B. is, and ſtandeth poſſeſſed and intereſſed in certain leaſes, moneys, jewels, debts, goods and chattels; and whereas alſo the ſaid T. G. by reaſon of the preſent diſtractions of the times, is not able preſently to aſſure unto the ſaid P. B. ſuch joynture as is agreed on to be aſſured to her, witneſſeth now further this preſent Indenture, that it is covenanted, granted, condeſcended unto and agreed upon, by and between all the ſaid Parties to theſe preſents, in manner and form following (that is to ſay) the ſaid P. B. by and with the conſent and good will of the ſaid T. G. Party to theſe preſents, teſtified by being Party, and putting his hand and ſeal to one or more parts of this Indenture, hath granted, aliened, aſſigned and ſet over, and by, &c. unto the ſaid *Eliz.* B. all ſuch mannors, meſſuages, lands, tenements, rents, ſervices and hereditaments whatſoever ſituate, lying and being in, &c. or elſewhere in *England*, whereof or wherein ſhe the ſaid *Phil.* is or ſtandeth poſſeſſed or intereſſed, and all her eſtate, right, title, intereſt, claim and demand whatſoever, in and to the ſame mannors, meſſuages, lands, tenements and premiſſes, and every or any part thereof, together with all leaſes, deeds and writings, touching the ſame premiſſes and every part thereof, To have and to hold the ſaid mannors meſſuages, lands, tenements, and premiſſes and every part and parcel thereof, with the appurtenances to the ſaid *Eliz.* B. her executors adminiſtrators and aſſignes, from henceforth, for and during all the reſpective time and times terms and terms, as ſhe the ſaid P. B. hath or ought

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have thereunto to come and unexpired; and also the said *Ph.B.* by and with the like consent and agreement of the said T.G. Party to these presents, testified as aforesaid, hath granted and delivered, and by, &c. to the said *Eliz.B.* all her jewels, moneys, bonds, specialties, debts, and other goods and chattels whatsoever, before hereby mentioned, meant or intended to be granted and delivered, and every part and parcell thereof with the appurtenances to the said *Eliz.B.* her executors, administrators and assigns, to the uses, intents or purposes hereafter in these presents mentioned and declared: and it is expressed and declared to be the true intent and meaning of all the said parties to these presents, that the severall grants herein before made to the said *Eliz.B.* are so to her made upon truft and confidence in her reposed, as well by the said T.G. Party to these presents, as the said *P.B.* that in case the said marriage take effect, and that the said T.G. shall, during the coverture between him and the said *Ph.* cause to be assured by good and sufficient ways and means in the law to the said Ph. for her life, and after her death to the heirs of her body by the said T. Partie, &c. to be begotten, mannors, messuages, lands, tenements and hereditaments, situate, lying and being in the County of *Wilts* and *Glouceſter*, or either of them, of the clear yearly value of 250.l. of, &c. over and above all rents, charges, deductions and reprises; or that after such marriage solemnized, if the said Ph. shall happen to depart this transitory life before the said T.G. and before such assurance made as aforesaid, which shall first happen, she the said *Eliz.B.* her executors, administrators and assigns, shall and will upon the reasonable request, and at the costs and charges in all things of the said T.G. his Executors, &c. not only grant, assign and set over to the said

T.G. Party, &c. his executors, &c. all the said m
nors, messuages, lands, tenements, hereditame
and premisses before hereby granted or assigned
the said *Ph.* B. to the said *Eliz.* B. as aforesaid, i
all such time and times, term and terms respectiv
ly, as shall be then therein to come and unexpired, d
charged of all other grants and incumbrances made
done by the said *Elizabeth*, except such as she sh
make or do by consent of the said T.G. his Exec
tors, &c. but also grant and re-deliver to the sa
T.G. his executors or assigns, all such money
jewels, bonds, specialties, debts, and other goods an
chattels whatsoever, as in the mean time shall co
to the hands of the said *Eliz.* her executors, &c
by force of these presents, and which shall remai
or be in her or their hands, custody or possession,
the true meaning hereof, and also that in such cas
she the said *Elizabeth*, her executors, &c. shall fro
time to time, in the mean time after solemniz
tion of the said marriage, pay and deliver to the sa
T.G. all such rents, issues and profits of the sa
mannors, lands, tenements, moneys and debts,
shall come to her or their hands or custody, and al
upon further trust and confidence in the said *Eliz*
B. reposed, that in case the said marriage take effe
and the said T.G. hapen to depart this transito
life before the said P.B. and before he shall have
sured, or caused to be assured to the said P.B. an
mannor, messuages, lands, tenements or heredit
ments of the value aforesaid, and in forme aforesaid
that then in such case she the said *Eliz.* B. her exe
cutors, &c. shall and will not only re grant re-a
sign and set over to the said *Ph.* B. all the said ma
nors, messuages, lands tenements and premises be
fore hereby granted or assigned, by the said *P b.*
as aforesaid, for all such time and times term an

term

terms respectively, as shall be then therein to come and unexpired, discharged of all other grants and incumbrances made or done by the said *Elizabeth* B. her executors, &c. except such as she shall make or do by the consent of the said P. H. but also re grant and re-deliver to the said *Phil.* her executors or assignes, all such moneys, jewels, bonds, specialties, debts and other goods and chattels whatsoever, as in the mean time shall come to the hands or custody of the said *Eliz.* her executors or assigns by force of these presents, and which shall remain and be in her or their hands, custody or possession, by the true meaning of these presents, and the said T. G. for himself, his executors, &c. doth covenant, promise, grant and agree, to and with the said *Eliz.* B. her executors, &c. by these presents, that neither he the said T. G. nor his heirs, &c. nor any other person or persons, claiming or to claim by or under him, or deriving any authority by or under him, them or any of them, shall at any time hereafter enter into, receive, take or intermeddle with the said mannors, messuages, lands, tenements, hereditaments, jewels, moneys, bonds, specialties, debts, or other things before hereby mentioned, meant or intended to be granted, assigned or delivered by the said *Phil.* B. to the said *Eliz.* B. as aforesaid, or any part or parcell thereof, or any rents, issues or profits thereof, or of any part thereof, other then according to the true intent and meaning of these presents, provided alwaies, and it is declared to be the true intent and meaning of these presents, and all the parties to the same, that in case the said marriage shall not be solemnized, on or before the, &c. next ensuing the date hereof, that then and from thenceforth, these presents, and every grant, matter and thing herein contained, shall cease, determine, and be utterly frustrate

and void to all intents and purposes; and that the said *Phil.*B. her executors, &c. shall from thenceforth have and enjoy again to her and their own use and right all, &c. any thing, &c. In witness whereof to one part of this tripartite Indenture remaining with the said *Eliz.*B. the said T.G. and *Ph.*B. have put their hands and seals; to one other part remaining with the said *Ph.*B. the said T.G. and *Eliz.* B. have &c. to the other part remaining with the said T.G. the said P.B. and E.B. have, &c.

A. and B. his wife being possessed of a certain manor and lands, covenants with C. and D. to levie a fine thereof to certain uses, with a Covenant, that himself and his wife together, shall have power to let leases for lives or years.

THis Indenture, &c. between A. and B. his wife of, the one part, and C. of, &c. and D. of, &c. of th'other part, witnesseth, that for the settling of the inheritance of the mannors, lands, tenements and hereditaments, hereafter in these presents mentioned, to such use and uses, and in such mannor and form as is hereafter in these presents limited, expressed and declared, and for the enabling of the said A. and B. his wife, to make and grant leases and estates, of and in the said mannor, lands and premisses, in such mannor and sort, and according to the power and authority, to them hereafter in these presents mentioned, reserved and raised, and for other goods causes and considerations, them the said A. and B. his wife thereunto especially moving, it is argeed between the said Parties, and they the said A. and B. his wife do covenant, grant and agree, to and with the said C. and D. and either of them, their executors and admininistrators by these presents, that they the said A. and

A. and B. his wife, ſhall & will before the end of *Michaelmas* term next enſuing the date hereof, acknowledge and levie to the ſaid C. and D. and to the heirs of the ſaid C. one fine *ſur conuzance de droit, &c.* to be ſoed out with proclamations, according to the form of the ſtatute in that caſe made and provided, of all that the mannor, capital meſſuage, farme, barton and demeaſne lands of, &c. with all and ſingular the rights, members and appurtenances thereof, thereunto or to any of them belonging, or reputed, or uſed, as thereunto or to any of them belonging, and of all other the meſſuages, lands, tenements, rents, ſervices and hereditaments whatſoever, wherein *Th.* I. gent. deceaſed had any eſtate of inheritance in poſſeſſion, reverſion or remainder, ſituate lying and being or to be had or taken in or near the towns, pariſhes, fields and hamlets of, &c. with the appurtenances, and of twelve meſſuages, two cottages, one watermil, twelve gardens, three hundred acres of land, two hundred acres of paſture, fourty acres of wood, with the appurtenances in, &c. or by ſuch other ſit name or names, quantities and qualities of acres as ſhall be thought fit, which ſaid fine ſo or in any other manner to be had and levied, ſhall be deemed, adjudged, conſtrued and expounded, to be to and for the only uſes, intents and purpoſes, hereafter in theſe preſents limited, expreſſed and declared, and to and for none other uſe, intent or purpoſe whatſoever, that is to ſay, to the uſe and behoof of the ſaid A. for and during the term of his naturall life, and from and after his death to the uſe and behoof of the ſaid B. for and during the term of her natural life, & from and after the deceaſe of the ſaid A. and B. his wife, to the uſe and behoof of the heirs of the body of the ſaid A. on the body of the ſaid B. begotten, and to be begotten, and for default of ſuch heirs, to the uſe and behoof of

the right heirs of the ſaid A. for ever: and it is promiſed, covenanted, concluded, agreed and declared, by and between all and every the ſaid parties to theſe preſents, that it ſhall and may be lawful, to and for the ſaid A. from time to time, and at all or any time or times, during his natural life, by any Indenture or Indentures to make any demiſe or demiſes, grant or grants of the ſaid premiſſes, or of any part or parts thereof alone or amongſt other things, as well in poſſeſſion for the term of twenty one years or under, or for one, two or three life or lives, or for any term or number of years determinable, on one, two or three lives, at, for and under ſuch rents, covenants and conditions, as to him the ſaid A. ſhall ſeem meet, ſo as the ſaid B. ſhall be made a party to every ſuch Indenture, whereby any ſuch demiſe or grant ſhall be made, during the life of the ſaid B. and that the ſaid B. ſhall ſeal and deliver every ſuch Indenture, and that at all times from and after the making of any ſuch demiſe or demiſes, grant or grants, the ſaid fine to be levyed as aforeſaid, and the Conuzes of the ſame fine and their heires, and the heirs of the ſurviver of them ſhall ſtand and be ſeized of and in ſuch part and parts as ſhall be ſo demiſed or granted, to the uſe and behoof of every ſuch leſſee or leſſees, grantee or grantees, to whom any ſuch demiſe or demiſes, grant or grants ſhall be ſo made, and according to the true intent and meaning of every the ſame ſeveral & reſpective demiſe or demiſes, grant or grants, ſo as the ſame leſſee or leſſees, grantee or grantees, their executors and aſſignes ſhall pay the rents, and perform their covenants and conditions in ſuch Indentures of demiſes or grants, to be ſpecified and contained, according to the true intent and meaning of the ſame Indenture. In witneſs, &c.

R, C,

R. C. being poſſeſſed of a meſſuage, &c. in fee ſimple, granteth the ſame to I. P. C. P. and G. C. Habend. to them and their heirs to certain uſes, viz. the uſe of himſelf for life, yet ſo as to pay 20. l. per annum, and meat, drink, &c. to his eldeſt Son, his wife, &c. and after his deceaſe to ſeveral other uſes and profits.

THis Indenture, &c. between R. C. of &c. of the one part, and I. P. C. P. and G C. of the other part, witneſſeth, that the ſaid R. C. for divers conſiderations him thereunto moving, and eſpecially for the preferment of A. his Eldeſt ſon, and next heir, and for the jointure of *Alice*, the now wife of the ſaid A. and for the preferment of the iſſue between the ſaid A. and *Alice*, lawfully begotten and to be begotten, hath given, granted, inſeoffed and confirmed, and by, &c. unto the ſaid I. P. *C.* P. and G. C. and their heirs, all that manſion houſe or meſſuage, with the appurtenances, wherein the ſaid R. C. now dwelleth, ſet, lying and being, &c. and all the orchards, gardens, lands, tenements, paſtures, meddows, woods, commons, profits, commodities and advantages whatſoever, to the ſaid meſſuage and premiſſes belonging, or in any wiſe appertaining, or being accepted, repu ed or uſed, as part, parcel or member thereof, and the reverſion and reverſions, remainder and remainders, rents and ſervices of all and ſingular the aforeſaid premiſſes, and every part and parcel thereof; to have and to hold the ſaid meſſuage or tenement, lands, meddows, leaſoes, feedings, paſtures, rents, reverſions, ſervices, and hereditaments, and all and ſingular other the premiſſes with their and every of their appurtenances, unto the ſaid I. P. C. P. and G. C. their heirs and aſſigns for ever,

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ver, to this end, meaning, intent, construction and purpoſes, that they, &c. and their heirs, and the heirs of the ſurvivors and ſurvivor of them, ſhall from henceforth ſtand and be ſeized of the ſaid meſſuage and all and ſingular other the above mentioned premiſſes, and of every part and parcel thereof, to the uſe intents and purpoſes hereafter in theſe preſents limited and declared, and to none other uſe, intent or purpoſe whatſoever, (that is to ſay) to the uſe and behooſ of the ſaid R.C. for and during his naturall life, ſo as and upon condition that he the ſaid R.C. ſhall from time to time during his naturall life, pay or cauſe to be paid unto the ſaid A. and *Alice* his wife, and the longeſt liver of them, the ſumm of 20.l. by the year at the two moſt uſual Feaſts in the year, that is to ſay, the Feaſt of, &c. by even portions to be paid, during the ſaid term, or within fourteen days next after every of the ſaid Feaſt-days, and the firſt payment to be had and made upon the Feaſt-day of, &c. next, &c. and the ſame payments to be yearly had and made in manner and form aforeſaid, at or within the now dwelling houſe of the ſaid A. ſituate, &c. and alſo upon condition that he the ſaid R.C. ſhall from time to time during his naturall life finde, give and provide unto the ſaid A. and the ſaid *Alice* his wife, and to all ſuch children, as ſhall between them be begotten, competent, ſufficient and convenient meat, drink, houſe-room, and loging within his ſaid manſion-houſe, and after the deceaſe of the ſaid R.C. the ſaid parties above mentioned, and heirs of the longeſt liver of them ſhall ſtand and be ſeized of all and ſingular the ſaid premiſſes, with their and every of their appurtenances, to the uſe and behooſ of the ſaid A. and of the ſaid *Alice* his wife, and of the heirs of their two bodies, between them lawfully begotten and [illegible] begotten,

and

and for default of ſuch iſſue, to the uſe and behoof of R.C. one other of the ſons of the ſaid R.C. and of the heirs males of his body lawfully to be begotten; and for default of ſuch iſſue, to the uſe and behoof of W C. one other of the ſonns of the ſaid R.C. and the heirs males of his body, lawfully to be begotten; and for default of ſuch iſſue, to the uſe of the ſaid R.C. and of his heirs and aſſigns for ever.

R.C. covenanteth, that he is lawfully ſeized, hath power to grant, that the premiſſes ſhall remain free from incumbrances, *pront* uſual.

A ſettlement by fine and recovery of ſeveral Manors, Lordſhips, &c. for the raiſing of moneys, for payment of debts and childrens portions, as alſo for entailing thereof under ſeverall proviſees and legacies.

THis Indenture tripartite, &c. between the Right Honorable *Edward* Lord *Herbert* and *Richard Herbert* Eſquire, ſon and heir apparent of Dame *Mary* late wife of the ſaid *Edward* Lord *Herbert* and ſole daughter of Sir *William Herbert* of St *Julians* in the County of *Monmouth* Knight, deceaſed, of the firſt part; the Right Honourable *John* Earle of *Bridgewater*, and *Edward Herbert* of the Inner Temple *London* Eſquire, of the ſecond part; and *Moſes Loyd* of, &c, and *Henry Githens* of, &c. of the third part witneſſeth, that whereas the ſaid *Edward* Lord *Herbert*, or ſome in truſt for him, is or are ſeized in his or their demeaſne, as of fee, of ſome part of the lands, tenements and hereditaments hereafter mentioned, and is alſo ſeized for term of his life, as tenant by the courteſie of *England* of the manners, meſſuages, lands, tenements and hereditaments hereafter ſpecified, the reverſion thereof in

fee

ſee-ſimple, being deſended by and after the decea
of the ſaid *Mary* unto the ſaid *Richard Herbert*: no
to the end, that the mannors, Lordſhips, meſſuage
lands, tenements and other hereditaments hereafte
mentioned and expreſſed, may be eſtabliſhed, veſte
and ſettled unto the ſaid *Edward* Lord *Herbert*, du
ring his natural life, and after his deceaſe upon the
ſaid *Richard Herbert*, and upon his name, ſtock and
poſterity, and to ſuch other uſes, intents and purpoſe
as are hereby appointed? it is covenanted, promiſed,
granted, condeſended, concluded and agreed, by and
between the ſaid Parties to theſe preſents; and the ſaid
Edward Lord *Herbert*, and *Richard Herbert*, do for
themſelves, their heirs, executors, adminiſtrators and
aſſigns, covenant, promiſe, grant condeſcend and
agree to and with the ſaid *John* Earle of *Bridge-
water*, and *Edward Herbert*, their heirs, executors,
adminiſtrators and aſſigns, and to and with every of
them by theſe preſents, that they the ſaid *Edward*
Lord *Herbert*, and *Richard Herbert*, ſhall and will
on this ſide, and before the end of *Michaelmas* term
next enſuing and coming after the date of theſe pre-
ſents, in due forme of law, and at the equall coſts and
charges in the law of the ſaid *Edward* Lord *Herbert*,
and *Richard Herbert*, levie and acknowledge to the
ſaid *Moſes Loyd* and *Humphry Gittens*, and the
heirs of the ſaid *Moſes*, one or more fine or fines *ſur
conuzance de droit come ceo, &c.* with proclamations
thereupon to be had and made, according to the
form of the ſtatutes in that behalfe made and provi-
ded, of all that capital meſſuage or mannor-houſe
of St. *Julians*, with the rights, members and appur-
tenances thereof, and of all and ſingular the mannors,
Lordſhips, meſſuages, lands, tenements and heredita-
ments whatſoever, of them the ſaid *Edward* Lord
Herbert and *Richard Herbert*, or either of them
where-

whereof they the ſaid E. Lord H. and R. H. or either of them are or do ſtand ſeizd of any eſtate of inheritance, within the kingdom of *Ireland*, by ſuch name or names, quantities, qualities, contents and numbers of acres and things, in ſuch manner and form as by the ſaid E. L. H. and R. H. or either of them ſhall be reaſonably deviſed, or adviſed and required, in and by which fine or fines ſo as aforeſaid, or in any other ſort to be levyed and acknowledged, the ſaid E. L. H. and R. H. ſhall acknowledge the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, to be comprized in every ſuch fine, to be the right of the ſaid M. L. as thoſe which the ſaid M. L. and H. G. have, of the gift of the ſaid E. L. H. and R. H. the which ſaid fine or fines ſo as aforeſaid, or in any other ſort to be levied and acknowledged, ſhall be an enure, and ſhall be deemed, adjudged, eſteemed, reputed and taken, to be and enure, to the uſe and behoof of the ſaid M. L. L. and H. G. and their heires, to the intent and purpoſe that they the ſaid M. L. L. and H. G. may become perfect tenants of the freehold of the ſaid mannors, meſſuages, lands, tenements, hereditaments and premiſſes, with their appurtenances, whereby one or more perfect common recovery or recoveries, ſhall or may thereof be had and ſuffered, in manner and form hereafter following, for which intent and purpoſe, it is hereby further covenanted and agreed; by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid I. E. of B. and E. H. to bring purſue and proſecute againſt them the ſaid M. L. L. and H. G. one or more writs of entry *ſur diſſeiſin en le poſt*, of and for the ſaid Mannors, Lordſhips, Meſ-

ſuages,

ſuages, lands, tenements, rents, hereditaments, a
all and ſingular other the premiſſes, with their and
very of their appurtenances by ſuch name or name
quantities, qualities, contents and numbers of acr
and things, in ſuch ſort, manner and form, as by th
ſaid E.L.H. and R.H. or their, or either of their coun
ſell learned in the Law, ſhall be reaſonably deviſed, ad
viſed & required; the which ſaid writ or writs of entry
ſur diſſeiſin en le poſt, ſo as aforeſaid, or in any othe
ſort to be had or brought, ſhall be returnable in ſuch
Courts, and before ſuch Judges or Iuſtices, as th
ſaid E.L.H. and R.H. or the ſurvivor of them, his o
their counſell learned in the law ſhall adviſe or think
fit, before the end of *Michaelmas* term next enſuing
after the date of theſe preſents, and the ſaid M.K.K.
and H.G. ſhall thereunto appear *gratis*, and vouch
over to warranty the common vouchee, who ſhall alſo
appear, and after imparlance had, ſhall make default
and depart in contempt of the ſaid Court, whereby
one or more perfect common recovery or recoveries
ſhall or may be had or ſuffered againſt them the ſaid
M.L.L. and H. G. of and for the ſaid mannors
Lordſhips, meſſuages, lands, tenements, hereditaments and premiſſes, with their appurtenances, according to the uſuall courſe of common recoveries in ſuch
caſes uſed and accuſtomed, for aſſuring of lands and
tenements, the which ſaid common recovery or recoveries, ſo as aforeſaid, or in any other manner to be
had and ſuffered, and all other common recoveries
fines, feoffments, conveyances, and aſſurances in the
law whatſoever, ſince the death of the ſaid Lady *Mary*
Herbert, wife of the ſaid *Edward* Lord *Herbert*, had
made, levied, ſuffered, acknowledged or executed, or
or any time hereafter to be made, levied, ſuffered, ac
knowledged or executed, by or between the ſaid Par
ties to theſe preſents, or any of them, or whereunto
they

they or any of them shall be Parties, of or concerning the said mannors, messuages, lands, tenements, hereditaments or premisses, or any of them, or any part or parcel of them or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure, to the uses, behoofs, intents and purposes, and with, upon and under such provisoes, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed (that is to say) as for and concerning all and singular the said messuages, farms, lands, tenements and hereditaments in *Tinterne* in the said County of Monmouth, &c. to the use and behoof of the said Richard Herbert, his heirs and assigues for ever, and as for and concerning all and every other the mannors, messuages, lands, tenements, meadows, leasows, pastures, feedings, commons, woods, under-woods, rents, services, and hereditaments whatsoever, of them the said Ed. L. H. and R. H. or either of them, with their and every of their appurtenances in the said County of Monmouth, to the use and behoof of the said Richard Herbert, for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste, and after the decease of him the said R. H. to the use and behoof of the said E. L. H. for and during the term of his natural life, and after the decease of the said E. L. H. to the use and behoof of Edward Herbert, eldest son of the said Richard Herbert and of the heirs males of his body, lawfully to be begotten, and for default of such issue to the use and behoof of John Herbert, second son of the said Richard, and of the heirs males of his body lawfully to be begotten, and for default of such issue, to the use and behoof of Richard Herbert, third son of the said R. H. Party

to these presents, and of the heirs males of t
body of *Richard Herbert* son of the said R.
Party to these presents, lawfuly to be begotten; and
default of such issue, to the use & behoof of the sou
son of the body of the said *Richard Herbert* Pa
to these presents, on the body of the Lady *Mary He*
bert his wife, daughter of the said *Jo. E.* of
begotten or to be begotten, and of the heirs males
the body of such fourth son lawfully to be begotte
and for default of such issue, to the use and behoof
the fifth son of the body of the said *Richard* He
bert Party to these presents, on the body of the sa
Lady *Mary Herbert* his wife begotten or to be b
goten, and of the heirs males of the body of such fi
son lawfully to be begotten, and so the sixth, seven
eight, ninth, and tenth, and for default of such issue,
the use and behoof of all and every other son a
sons of the body of the said *Richard Herbert* pa
ty to these presents, to be begotten sucessively on
after another, as they and every of them shall be
seniority of age, and priority of birth, the eldest of t
said sons, and the heirs males of his body, being
ver preferred before the younger of the said son
and the heirs males of his body, and for default
such issue, to the use and behoof of *Edward* He
bert, second son of the said *E.* Lord H. a
of the heirs males of his body lawfully begotten
to be begotten, and for default of such issue, to th
use and behoof of the heirs males of the body of R
chard Herbert Esquire, deceased, father of the sa
Edward Lord Herbert lawfully begotten, and for de
fault of such issue, to the use and behoof of the he
males of the body of Edward Herbert, grandfath
to the said Edward Lord Herbert, and for default
such issue, to the use and behoof of the right he
of him the said Richard Herbert, son of the sa
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Edward Lord *Herbert* for ever. And as for and concerning the mannors, Lordſhips, meſſuages, mills, lands, tenements, orchards, gardens, tofts, croftſ, meddows, leaſowes, paſtures, feedings, woods, underwoods, rents and hereditaments whatſoever of the ſaid *Edward* Lord *Herbert*, and *Richard Herbert* his ſon, or either of them, with their and every of their appurtenances in the ſaid County of *Angleſey*, to the uſe and behoof of the ſaid *Jo.* Earle of *Bridgewater*, and *Edward Herbert* Party to theſe preſents, and of their heirs and aſſigns for ever; upon truſt and confidence nevertheleſſe, and to the end, intent and purpoſe, that they the ſaid *John* Earle of *Bridgewater*, and *Edward Herbert* Party to theſe preſents, and the ſurvivor of them and his heirs, ſhall and will at his and their free will and pleaſure, ſell convey and aſſure the ſaid mannors, lands and premiſſes in the ſaid County of *Angleſey*, and every part thereof, for the beſt benefit, profit and advantage, which ſhall or may be (*bona fide*) had or gotten for the ſame, and that the money to be raiſed by every or any ſuch ſale, and as every ſuch ſale ſhall be made, ſhall be forthwith paid and diſpoſed of as followeth; that is to ſay, out of the money that ſhall be raiſed by ſale of ſuch of the premiſſes in the ſaid County of *Angleſey*, as were the lands of Dame *Herbert*, late of &c. there ſhall be forthwith, and in the firſt place ſo much money paid to the ſaid *Ed.* Lord Herbert, his executors or adminiſtrators, as according to the true yearly value of thoſe lands, ſhall come to five years and an half purchaſe, and the reſidue of the moneys that ſhall be raiſed by the ſale of the ſame lands, which were the lands of Dame Herbert late of, &c. ſhall be diſpoſed of for and towards the payment & of the debts of the ſaid *Richard Herbert* Party to theſe preſents, and ſums of money mentioned in the Schedule hereto

annexed, as the said Jo. Earle of B. and Richard
Parry to these presents, or the survivors of them sh
think fit; and of the money that shall be raised by th
sale of the residue of the said mannors, lands and pr
misses in the said County of *Anglesey*, there shall b
forthwith and in the first place, so much paid to th
said Ed Lord Her. his executors or administrators,
according to the yearly value of the same mannors, h
shall come to 16. years purchase; and if those manno
and lands shal be sold for more than 16 years purcha
then the one moyety of such surplusage (if any shal b
shall be forthwith and in the first place paid to th
said Ed. L. H. his executors or administrators, and th
other moyety thereof shall be disposed of, for and to
wards the payment of such of the debts of the sa
Richard Herbert Party to these presents, and sum
of money mentioned in the said Schedule, as the sa
John Earle of B. and Edward Herbert Party to thes
presents, or the surviver of them shall think fit, an
the over plus thereof, (if any shall be) shall be pa
to the said Richard Herbert or to such other pe
son or persons as he the said Richard Herbert Par
to these presents, by any writing under his hand a
seal, shall direct, nominate and appoint, to be disp
sed of in the buying of land, to be estated in the sa
manner, as the lands in the said C. of Carnarvan, a
by these presents limited: and for want of such dir
ction, nomination or appointment, to the executo
or administratos of the said Richard Herbert par
to these presents, the further trust intent and mea
ing of these presents, and the Parties hereunto bein
that the said Edward Lord Herbert, his executors, a
ministrators or assigns, shall or may have, receiv
and take, to his and their own proper use, all and si
gular the rents, issues, revenues and profits, of th
said mannors, lands and premisses hereby limited a
in

intended to be ſold, until ſale ſhall be thereof made as followeth. Provided always, and it is hereby declared and agreed, by and between all and every the ſaid Parties to theſe preſents, and the true intent and meaning of them and of theſe preſents, is, that it ſhall and may be lawfull, to and for the ſaid Ed. L. H (paying to Sir Richard Eaton of Newport in the County of Salop Knight, his executors and adminiſtrators, to be diſpoſed according to the truſt hereafter mentioned, the ſumm of 1000.l of good and lawfull money, or ſuch leſſe ſum of money, as the ſaid *Jo.* Earle of *Bridgewater* and Edward Herbert party to theſe preſents, or the ſurvivor of them ſhall think fit and appoint,) at any time or times during the term of his natural life, by Indenture, or by any deed or deeds, writing or writings, to be by him the ſaid Ed. Lord Herbert ſealed and ſubſcribed in the preſence of two or more credible witneſs, to declare, limit and appoint, all or any the ſaid mannors, meſſuages, lands, tenements, rents, hereditaments and premiſſes, with their appurtenances in the ſaid County of *Monmouth* (the ſaid capital meſſuage called by the name of St. *Julians*, and the lands late in the tenure or occupation of *John Morgan* Eſquire, and the lands and tenements, whereof the uſe is herein before limited to the ſaid Richard Herbert Party to theſe preſents or the Survivor of them in poſſeſſion alwaye excepted, and reſerved) to and for the joynture of any wife or wives, which he the ſaid Edward Lord Herbert ſhall hereafter happen to marry, for and during the natural life and lives of ſuch wife and wives, or for any number or term of years determinable, upon her or their life or lives, the ſame to take effect after the death of the ſaid Edward Lord Herbert; and that then and ſo often, and from thenceforth the ſaid Recovery or Recoveries ſhall be and enure, and the Re-

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coverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said mannors, messuages, lands, tenements and hereditaments in the said County of *Monmouth*, with their rights, members and appurtenances, or of and in so much or such part thereof, of, for and concerning the which such Indenture, deed or writing shall be made by the said *Edward* Lord *Herbert*, as aforesaid, for the joynture of any such wife or wives, or number of years determinable, upon her or their life or lives, as aforesaid, according to the true intent and meaning of the same Indenture, deeds and writings and of these presents. And it is hereby declared and agreed by and between the said Parties hereunto, that the said sum of 1000.l. herein before mentioned, or such less summ as aforesaid, to be paid by the said *Edward* Lord *Herbert*, to the said *Richard Eaton*, as aforesaid, shall go and be imployed upon the trust herein after following (*viz.*) in case the debts and summs of money mentioned in the Schedule hereunto annexed, be not then paid, then the same or so much thereof as shall be sufficient to pay and satisfie such of the said debts or summs of money, mentioned in the said Schedule hereunto annexed, as the said *Jo.* Earl of *Bridgewater*, and *Edward Herbert*, Party to these presents, or the survivor of them and his heirs shall think fit, shall be disbursed and imployed to that purpose, and after the said debts and summs of money, or such of them as the said *Jo.* Earle of *Bridgewater*, and *Edward Herbert* shall think fit, shall be paid or satisfied, then the surplusage (if any be) of the said one thousand pounds, or such lesse summ as aforesaid shall be disposed and imployed, for the purchasing and buying of lands, tenements, & hereditaments, to be setled on the said *Edward Herbert* Party to these presents, for and during the term of his natural life,

and

and after his decease to the use and behoof of such person and persons, and in such manner and form as the said lands, tenements and hereditaments in the County of *Monmouth* herein before limited to the said *Richard Herbert* Party to these presents, for his life, with remainders over, are limited, estated and settled: Provided always, and it is covenanted, granted, condescended, concluded and agreed, by and between all the said Parties to these presents, and the true intent and meaning of them and every of them, and of these presents is, that if the said *Richard Herbert* Party to these presents, or some other person or persons, to whom any estate is hereby limited or intended to be limited, of and in the said manners, lands, tenements and hereditaments, within the Kingdom of *Ireland*, or any of them, their or some of their heirs or assignes, or some of them, shall not within two years next after the decease of the said *Edward* Lord *Herbert*, well and truly pay or cause to be paid to the said *Edward Herbert*, son of the said *Edward* Lord *Herbert*, (if he the said *Edward Herbert*, son of the said *Edward* Lord Herbert, shall so long live,) the summ of 2000 l. or, &c. that then and immediately after such default of payment, all and every use and uses herein before limited and declared as for and concerning all and every the mannors, lands, tenements and hereditaments, within the Kingdom of Ireland, shall cease and be void, and then also and from henceforth the said recovery and recoveries, to as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in all and singular the mannors, lands, tenements and hereditaments, with their appurtenances within the said Kingdom of Ireland, to the use and behoof of the said Edward Herbert, son of the said

Edward Lord *Herbert*, his heirs and assignes, until he or they shall and may, out of the rents, issues and profits thereof, have fully levied and received the said summ of 2000 l. together with consideration after the rate of 8 l. *per centum per annum* for the forbearance thereof, from the end of the said two years next ensuing the death of the said Edward Lord Herbert, and all dammages, costs and charges, which he the said Edward Herbert, son of the said Edward Lord Herbert, his heirs, executors or admininistrators, shall sustain or be put unto, in or about the recovery of the said premisses, or of the said summ of 2000 l. or any part thereof, or in or about any suit concerning the same: Provided also, and it is covenanted, granted, condescended, concluded and agreed, by and between the said Parties to these presents, and the true intent and meaning of them, and of every of them, and of these presents is, that it shall and may be lawfull to and for the said Richard Herbert party to these presents, by Indenture, or by any deed or deeds, writing or writings, indented or poll, to be by him the said Richard Herbert Party to these presents, sealed and subscribed in the presence of two or more credible witnesses, to declare, limit or appoint all or any of the said mannors, Lordships, messuages, lands, tenements, hereditaments and premisses, in the Kingdom of Ireland, to and for the joynture of any wife or wives, which he the said Richard Herbert shall hereafter happen to marry, or to take to wife, for and during the natural life or lives of such wife or wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect upon the decease of the said Edward Lord Herbert and Richard Herbert, and the survivor of them to be subject to the use herein before limited, to the said Edward Herbert, son of the said Edward Lord Her-

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bert and his heirs in the manner aforesaid, and then and from henceforth the said recovery and recoveries shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized, of and in the said mannors, Lordships, messuages, lands, tenements, hereditaments and premisses in the Kingdom of Ireland, with the rights, members and appurtenances thereof, or of or in so much or such part thereof, for or concerning which such Indenture, deed or writing, shall be made by the said Richard Herbert as aforesaid, for the life of any such wife or wives, or number of years determinable upon her or their life or lives as aforesaid, according to the true intent and meaning of the said Indenture, deeds or writings, and of these presents, subject nevertheless to the said use herein before limited, to the said Edward Herbert, son of the said Edward Lord Herbert, his heirs and assignes in manner aforesaid: Provided also, and it is nevertheless covenanted, concluded, condescended and agreed, by and between the said Parties to these presents, that it shall and may be lawfull to and for the said Richard Herbert Party to these presents, at all or any time or times hereafter, during his natural life, being then actually seized of the immediate estate of free-hold in possession, of or in the said mannors, lands, tenements, hereditaments and premisses, or any of them, by virtue or means of the said Recoveries or any of them, and of these presents, or of any the limitations of uses herein limited, to demise or to farm, let by Indenture or Indentures, such or so much of the said mannors, lands, tenements, hereditaments and premisses, whereof he shall be then so seized in possession of such estate as aforesaid, or any part thereof chargeable and charged, nevertheless with the liberties and powers herein conteined, and

with

with the termes and eſtates thereof, thereby, or
purſuance thereof made or raiſed unto any perſon
perſons whatſoever in poſſeſſion, for any numbe
years, not exceeding the number of twenty one ye
from the making thereof in poſſeſſion, or for
term of three lives, or for any fewer numbe
years or lives, or for any number of years determ
able on three lives, or any fewer number of live
poſſeſſion, ſo as upon every ſuch demiſe, leaſe
grant ſo to be made as aforeſaid, there be reſerved
ſpectively ſuch rents and ſervices, as at any ti
within the ſpace of ſeven years laſt paſt, before
date of theſe preſents, have been reſerved for
ſame, or more or greater rent payable for the ſam
during the continuance of every ſuch ſeveral or
ſpective demiſe or leaſe, ſo to be made as aforeſa
to ſuch perſon and perſons, as by force of theſe pr
ſents, ſhall or ought to have the immediate reverſio
or remainder thereof, and that immediately from
after every or any ſuch time, as any ſuch ſeveral
reſpective demiſe, leaſe or grant ſhall be made as
foreſaid, the recovery and recoveries, and every
them ſhall be and enure, and ſhall be taken to be
enure; and the ſaid Recoverer and Recoverers in th
ſaid Recovery named, and every of them, their
every of their heirs, and all and every other perſon
perſons, which at any time hereafter ſhall be ſeized
ſuch parts and parcels of the premiſes, as ſhall be de-
miſed or leaſed as aforeſaid, ſhall ſtand and be ſeize
thereof, and of every part thereof, to the uſe and be
hoof of ſuch ſeveral & reſpective perſon and perſons
to whom any ſuch demiſe or leaſe ſhall be ſo made
as aforeſaid, their ſeveral and reſpective executors
adminiſtrators and aſſigns, to ſuch ſeveral and re-
ſpective eſtate and eſtates, term and terms, and
ſuch manner and form, as in ſuch ſeveral and re-

ſpective

ective demiſes or leaſes to be made, as aforeſaid, all be mentioned and expreſſed, ſubject to the ents, covenants, conditions, proviſoes, and agree-ents as therein ſhall be ſeverally and reſpectively ontained and expreſſed, and of the reverſion and re-erſions, remainder and remainders thereof, to the uſe of ſuch perſon or perſons, as by force of theſe preſents all or ought to have the immediate reverſion or re-mainders thereof, any thing, &c. Provided alwayes, nd it is, &c. and the true intent, &c. is, that it ſhall nd may be lawfull, to and for the ſaid *Richard Her-ert* Party to theſe Preſents, at any time or times af-er the deceaſe of the ſaid *Edward* Lord *Herbert*, du-ing his natural life, by Indenture, deed or writing o be by him the ſaid *Richard Herbert* Party to theſe preſents, ſealed & ſubcribed in the preſents of two or more credible witneſs, to make any leaſe or leaſes, demiſes or grants, of all or any part of the ſaid man-ors, lands, tenements and premiſſes, with their ap-ortenances, as well thoſe within his Realme of *England*, and the principalitie of *Wales*, as thoſe within the ſaid Kingdom of *Ireland*, (except ſuch of the mannors, lands, tenements and premiſſes in the ſaid County of *Monmouth*, as ſhall be limited to or for the joynture of ſuch wife or wives as the ſaid Ed-ward Lord Herbert ſhall hereafter marry, for and du-ing the life or lives of ſuch wife or wives only) for the erm of twenty one years, or under, or for one, two, three or more lives, or for any number or term of years determinable, upon one, two, three or more lives in poſſeſſion or reverſion or otherwiſe, with re-ervation of rent, or without reverſion of rent at his nd their will and pleaſure unto any perſon or perſons, ubject nevertheleſſe to the uſe herein before limited, o the ſaid Edward Herbert, ſon of the ſaid Edward Lord Herbert, his heirs and aſſigns in manner a-

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foreſaid, upon truſt for the raiſing of the ſeveral po
tions herein after mentioned, for ſuch daughter
daughters, as the ſaid *Richard Herbert* ſon of the ſa
Edward Lord *Herbert*, ſhall happen to have, and
otherwiſe; provided (that is to ſay) if one daugh
only, then for the raiſing of 3000 l. for that daughte
if more then one daughter, then for the raiſing
3000 l. apeece for each and every one of the ſa
daughters; and that all and every ſuch leaſe or leaſ
demiſes or grants ſo to be made as aforeſaid, ſh
ſtand and be good and effectual in the law, to all i
tents and purpoſes, and that the ſaid Recovery a
Recoveries ſo as aforeſaid, or in any other ſort to
had and ſuffered, and the Recoverer and Recovere
therein named, his and their heirs ſhall ſtand and b
ſeized of and in ſuch part, and ſo much of the ma
nors, meſſuages, lands and premiſſes, with the appu
tenances, as ſhall be ſo demiſed or leaſed as aforeſaid
and every part thereof, (except as is before excepted
to the uſe of ſuch perſon and perſons, his and the
executors, adminiſtrators and aſſigns, to whom ſuc
demiſes, leaſes or grants ſhall be ſo made as aforeſaid
for and during ſuch leaſes, eſtates and terms as ſha
be ſo demiſed and granted as aforeſaid, ſubject neve
theleſſe to the ſaid uſe herein before limited, to th
ſaid *Edward Herbert*, ſon of the ſaid Edward Lor
Herbert, his heirs and aſſigns in manner aforeſaid
provided alſo, and it is, &c. and the true intent, &c.
that it ſhall and may be lawfull to and for the ſaid Ri
chard Herbert, Party to theſe preſents, from time to
time, and at all times during his natural life, by an
his deed or deeds, writing or writings, indented o
poll, to be by him the ſaid Richard Herbert Party
to theſe preſents, ſigned, ſealed and delivered in th
preſents of two or more credible witneſſes, to revoke
annihilate, fruſtrate and make void all or any of th

uſe

ſe or uſes, eſtate or eſtates or limitations herein be-
re limited, declared and appointed, of, for or con-
erning any three plough-lands of the premiſſes, in
he Kingdom of Ireland, not exceeding in the whole
he clear yearly value of 150 l. per annum, over and a-
ove all charges and reprizes, other then the uſe here-
n before limited to the ſaid Ed. Herbert, ſon of the
aid Edward Lord Herbert and his heirs in the man-
er aforeſaid, and other then the uſe herein before li-
ited to the ſaid Edward Lord Herbert for his life;
nd that then and from thenceforth, the uſe and uſes,
eſtate and eſtates, and limitations herein before de-
lared, limited or appointed, of, for or concerning ſuch
of the laſt mentioned premiſſes, for or concerning
which any ſuch nomination ſhall be ſo had or made,
other than the uſes herein before limited, to the ſaid
Edward Lord Herbert, and Edward ſon of the
ſaid Edward Lord Herbert, and his heirs, in the
manner aforeſaid ſhall ceaſe, determine and be utter-
ly revoked, fruſtrate and made void: and then alſo it
ſhall and may be lawfull, to and for the ſaid Richard
Herbert Party to theſe preſents, by the ſame deed or
deeds, or by any other deed or deeds, to be ſigned, ſeal-
ed and delivered by him the ſaid *Richard Herbert*, as
aforeſaid, to declare, limit or appoint, any other new
uſe or uſes, eſtate or eſtates whatſoever, of the ſaid
premiſſes, of, for or concerning which any ſuch revo-
cation ſhall be ſo made, or any part or parcel there-
of, unto any perſon or perſons whatſoever, ſubject ne-
vertheleſſe to the ſaid uſe herein before limited, to the
ſaid *Edward Herbert*, ſon of the ſaid Edward Lord
Herbert and his heirs in the manner aforeſaid, any
thing in theſe preſents conteined to the contray there-
of in any wiſe notwithſtanding: and that then alſo and
from thenceforth the ſaid recovery & recoveries, as to
ſuch of the premiſſes, concerning which any ſuch revo-

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cation & new declaration ſhall be ſo made, to ſuch
intents and purpoſes, as the ſaid *Richard Her*
Party to theſe preſents, by any ſuch deed or deed
aforeſaid, ſhall declare, limit or appoint; Provided
and it is, &c. that if the ſaid *Edward* Lord *Her*
and *Richard* his ſon, ſhall both of them be min
to make ſale of the mannors, lands, tenements
hereditaments, within the County of *Monmouth*,
any of them (other then ſuch as herein are b ſore
mitted, to the ſaid uſe of the ſaid *Richard Her*
Party to theſe preſents, and his heirs in poſſeſſio
which ſales is not meant or intended by any of
Parties to theſe preſents to be made, but for raiſing
money to be imployd and beſtowed upon the purch
of ſome other lands of as good value, or in ſome
ther place or places, to be ſetled and eſtated, to
ſame uſes and eſtates, and with the ſame powers
proviſoes, and in the ſort and manner, as thoſe la
ſo to be ſold, are hereby limited and mentioned to
ſetled and eſtated, and being both ſo minded, ſhall
any time during their joynt lives, by any deed
deeds, writing or writings, to be by him the ſaid *Ed*
ward Lord *Herbert* and *Richard Herbert* his ſo
Party to theſe preſents, ſealed and ſubſcribed in the
preſence of two, &c. declare and publiſh their minds
intent and meaning to be, to revoke, alter
fruſtrate the ſaid uſes and eſtate, before in theſe pre
ſents mentioned, declared, limited or appointed, o
any of them, or for or concerning the ſaid laſt men
tioned mannors and premiſſes, or any of them, or any
part or parcel thereof, or any of them, that then from
and after ſuch declaration or publication, ſo to be
made as aforeſaid, the ſame uſe and uſes, eſtate and e
ſtates, in and by theſe preſents limited, expreſſed, de
clared or appointed, of, for or concerning the which
any ſuch declaration or limitation ſhall be made as a
fore-

reſaid, ſhall ceaſe and become utterly voyd, fruſtrate
nd of none effect, to all intents, conſtructions and
urpoſes whatſoever, and that then and from thence-
orth the ſaid recovery and recoveries ſo as aforeſaid,
r in any other ſort to be had and ſuffered, ſhall be and
nure, and the Recoverer and Recoverers therein na-
ed, his and their heirs ſhall ſtand and be ſeized of
nd in the ſaid mannors, lands and premiſſes laſt
entioned, or ſo much or ſuch Part thereof, concern-
ng which any ſuch declaration or publication ſhall
e made as aforeſaid, to ſuch uſes, intents, truſts and
urpoſes as the ſaid Edward Lord Herbert, and Ri-
hard Party to theſe preſents, by any deed or deeds,
c. ſeal'ed and ſubſcribed in the preſents of two,
c. ſhall declare, limit or appoint. And it is further,
c. for the conſiderations aforeſaid, that in caſe any
f the ſaid mannors, intended to be comprized in
he ſaid fine or fines, recovery and recoveries, ſhall be
mitted or left out, and not be comprized in the
aid fine or fines, recovery or recoveries, or in caſe
here ſhall happen to be any defect in the aſſurance of
he premiſſes, or any of them according to the true,
c. that they the ſaid Edward Lord Herbert and
Richard Herbert Party to theſe preſents, their heirs
nd aſſigns, and all and every other perſon and per-
ons, which now are or hereafter ſhall be ſeized of,
nd in ſuch of the ſaid mannors, &c. as ſhall be ſo o-
mitted or left out, and not to be comprized as afore-
aid, or whereof ſuch fine or fines, recovery or recove-
ries ſhall not be levied and had, or whereof the aſſu-
rance hereby intended to be made, ſhall be any way
defective, ſhall ſtand and be ſeized thereof, and every
part and parcell thereof with their and every of their
appurtenances, and the reverſions thereof, to and for
the ſeverall and reſpective eſtate and eſtates thereof,
herein before ſeverally and reſpectively limited unto

them

them, or any of them, as aforesaid, under the sev
provisoes herein before mentioned, and to none
ther uses, intents and purposes. In witnesse, &c.

*I. W. being seized of a Manner, and other la
(conceiving he should die without issue, and
tending to settle the same to good uses, b
deed, granteth and conveyeth the same to A
C. &c. in trust to the use of himself for life, a
after of* Rachel *his wife for life, the Rem
der to the heirs of his body, and in default of
heirs, to grant the same as he should by Wi
other writing, limit or appoint, &c. with seve
Provisoes, &c.*

THis Indenture made, &c. between I. W. of,
of the one part, and A. B. C. D. &c. of the oth
part witnesseth, that the said I. W. for, and in con
deration of the better confirmation and strengthe
of a Joynture already made and granted to R. his
wife, and for her better maintenance and livelihoo
in time to come, and for the natural love and affec
on which the said I. W. beareth to the heirs of h
body, begotten and to be begotten, and for settli
and establishing of the inheritance of the lands
tenements hereafter mentioned, to and in the sa
A. B. C. D. &c. and their heirs, to the uses, intents a
purposes hereafter specified: Hath given, grante
enfeoffed and confirmed, and by, &c. unto the
A. B. C. D. &c. their heirs and assignes for ev
all that the mannors, capital messuage, and farm
R. in, &c. with the rights, members, and appurtena
ces thereof; and all that the Advowson, Patronage a
Gift of the Parish-Church of B. and all and all ma
ner of houses, edifices, dove-houses, &c. and all tho
thirteen messuages or tenements, &c. and all shop
sella

ſellers, ſollers, &c. and all other the meſſuages, lands, tenements, reverſions, ſervices and hereditaments whatſoever, which he the ſaid I.W. ſtandeth ſeized of any eſtate of inheritance, within the Counties of, &c. aforeſaid, or elſewhere within the Common-wealth of England; and the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid premiſſes, and all rents and yearly profits reſerved, due or payable by or upon any demiſe, leaſe or grants, demiſes, leaſes or grants made of the ſaid premiſſes, or any part thereof, and all the eſtate, right, title, intereſt, claim and demand whatſoever, of him the ſaid I.W. of, in and to the ſaid premiſſes, and every or any part or parcell thereof, and alſo ſuch deeds, charters, &c. to have and to hold the ſaid manor, meſſuages, farmes, tenements, & rectory, and all and ſingular other the premiſſes before by theſe preſents granted or mentioned, meant or intended to be granted, with their and every of their appurtenances, unto the ſaid A.B.C.D, &c. their heirs and aſſigns for ever, to the uſes, intents and purpoſes hereafter in theſe preſents limited, expreſſed and declared, & to none other uſe, intent or purpoſe (that is to ſay) as for touching and concerning the ſaid Manor, capitall meſſuage and farme of Burnet, and all lands, medows, paſtures, &c. And the ſaid rectory and Parſonage of Chuton, alias Chewton, with the rights, members and appurtenances thereof, and all and all manner of tithes of corn, hay and wool, and all obligations, obventions, profits, commodities and hereditaments whatſoevever, coming, growing, yearly renewing or happening in Chewton aforeſaid or elſewhere, to the ſaid rectory or parſonage belonging, or in any wiſe appertaining, and the ſaid meſſuage or tenement, &c. and the ſaid three meſſuages or tenements, &c. and all ſellers, ſollers, houſes, &c. and

the reverſion and reverſions thereof, &c. and all rents & ſervices thereunto belonging, or in any wiſe appertaining, to the uſe and behoof of I. W. and his aſſigns, for and during the term of the naturall life of the ſaid I.W. without impeachment of, or for any manner of waſte, and after the deceaſe of the ſaid I.W. then to the only uſe and behoof of the ſaid Rachel, for and during the term of her naturall life, for and in the name of her joynture, and in full recompence of her dower and title of dower which ſhe the ſaid Rachel ſhall or may have, of or to the lands, tenements and hereditaments of the ſaid I.W. and after the deceaſe of the ſaid I.W. and Rachel, then to the uſe and behoof of the heirs of the body of the ſaid I.W. lawfully begotten or to be begotten; and for default of ſuch iſſue to the uſe and behoof of the ſaid A. B. C. D. &c. their heirs and aſſigns for ever; upon this hope, truſt & confidence nevertheleſs in them repoſed by the ſaid I.W. that they the ſaid A.B.C.D, &c. and the ſurvivors and ſurvivor of them, and his and their heirs and aſſigns, ſhall at all times after the ending of the ſaid eſtates of the ſaid I.W. and Rachel his wife, of and in the ſaid mannors and premiſſes to them above limited, make ſuch grants and conveyances of the ſame, and diſpoſe, diſtribute and imploy the rents, iſſues and profits thereof, to ſuch perſon and perſons, and in ſuch manner and form as the ſaid I.W. by his laſt will and Teſtament in writing (by him) to be ſubſcribed with his own hand, and ſealed with his ſeale in the preſents of three or more witneſſes, or by any other writing, to be by him ſubſcribed and ſealed in the preſence of ſo many witneſſes, as aforeſaid, ſhall nominate, declare or appoint; and for and in default of ſuch nomination or appointment, then that the perſons truſted, and the ſurvivors and ſurvivor of them, his and their heirs and aſſigns ſhall

ſhall convey and aſſure the ſaid manner and premiſſes, to and on the right heirs of the ſaid I. W. for ever, and as for touching and concerning all other the ſaid meſſuages, lands, tenements and premiſſes reſidue with the appurtenances, whereof no uſe is before by theſe preſents limited or declared to the uſe and behoof of the ſaid I. W. and of the heirs of his body, lawfully begotten, and to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the ſaid A. B. C. D. &c. their heirs and aſſignes for ever, upon the like hope, truſt and confidence in them repoſed, that they the ſaid perſons truſted, and the ſurvivors and ſurvivor of them, and his and their heirs and aſſignes, at all times, from and after ſuch time as the ſaid I. W. ſhall be dead, without heir of his body, ſhall make ſuch grants and eſtates of the ſaid lands, and premiſſes, reſidue, &c. or any part or parts thereof, and diſtribute, diſpoſe and imploy the rents, iſſues and profits thereof, to ſuch perſon and perſons, and in ſuch manner and form as the ſaid I. W. by his laſt Will and Teſtament in writing, to be by him ſubſcribed with his own hand, and ſealed in the preſence of three or more witneſſes, or by any other writing to be by him ſubſcribed and ſealed in the preſence of ſo many witneſſes, as aforeſaid, ſhall nominate, declare, limit and appoint, and for and in default of ſuch nomination or appointment, then that the ſaid perſon or perſons truſted, and the ſurvivors and ſurvivor of them, his and their heirs and aſſignes, ſhall convey and aſſure the ſame lands and premiſſes, reſidue with the appurtenances to and upon the right heirs of the ſaid I. W. for ever. Provided always, and it is fully and plainly covenanted, concluded and agreed, by and between the ſaid Parties to theſe preſents, for them, their heirs and aſſignes, that it ſhall be lawfull to and for the ſaid *John W.* and that

the ſaid I. W. ſhall have full power and authority from time to time, and at all times hereafter, at his will and pleaſure, by his deed or deeds in writing, to demiſe, grant, and to farm, let, all or any the ſaid mannor, meſſuages, lands, tenements and hereditaments, and every or any part or parts thereof, as well in poſſeſſion as in reverſion, or in poſſeſſion or in reverſion, unto any perſon or perſons for one, two or three lives, or for any number of years whatſoever, by and under ſuch rents, reſervations, covenants, conditions, limitations and agreements as to him ſhall ſeem meet, or without any rent, reſervation or condition at his will and pleaſure, and that when and as often as any ſuch demiſe, grant or leaſe ſhall be ſo made by the ſaid I. W. of the premiſſes, or any part or parts thereof, the ſaid Parties truſted, and every of them, and the ſurvivors and ſurvivor of them, and every of them, and his and their heirs and aſſignes ſhall ſtand and be ſeized of ſuch part, parts and parcels of the ſaid mannor, meſſuages, farms, tenements, rectory and premiſſes, as ſhall be ſo demiſed, leaſed or granted, immediately from and after every ſuch demiſe, leaſe or grant made, to the uſe and behoof of every ſuch perſon & perſons, to whom any ſuch leaſe, demiſe or grant ſhall be ſo made, and of their executors, adminiſtrators and aſſignes reſpectively, onely for and during the continuance of the eſtate and eſtates, term and terms, intereſt and intereſts, to be limited and expreſſed, in ſuch leaſe, demiſe or grant, under ſuch rents, reſervations, condition and conditions, limitation and limitations, as in or by ſuch leaſes, demiſes or grants ſhall be limited, expreſſed or conteined reſpectively, according to the intent, purport and true meaning of every ſuch demiſe, grant and limitation, and of the reverſion and reverſions, rents and ſervices reſerved, and depend-

ing

ing upon the ſame leaſes and grants, and alſo after the end and expiration of every ſuch demiſe, leaſe and limitation to be made, and as the ſame ſhall reſpectively end and determine then from time to time of all and every ſuch part and parts of the premiſſes as ſhall be ſo demiſed, leaſed or limited, as aforeſaid, to the uſe of ſuch perſon and perſons, and in ſuch manner and form, and of ſuch eſtate and eſtates with ſuch remainder and remainders over, as are before, herein and hereby limited, appointed and declared, and to none other uſe, intent or purpoſe. Provided likewiſe, and it is further covenanted, concluded, condeſcended unto and agreed by and between the ſaid Parties to theſe preſents, that if the ſaid I. W. do and ſhall at any time or times hereafter, in or by any writing under his ſeal, and by him ſubſcribed with his hand in the preſence of three or more witneſſes, ſignifie and declare that he is minded to alter, change, revoke, determine, fruſtrate or make void all or any the uſes or eſtates hereby made, limited or appointed, that then and from thenceforth all and every ſuch uſe and uſes, eſtate and eſtates, whereof or concerning which he ſhall ſo ſignifie or declare his ſaid minde as aforeſaid, ſhall reſpectively be fruſtrated, void, revoked, determined, and of no force or effect, onely of, for and concerning all ſuch and ſo much of the ſaid manner, rectory, farms, lands and premiſſes before herein mentioned, whereof he the ſaid I. W. ſhall ſo ſignifie and declare his minde as aforeſaid, and then and from thenceforth this preſent feoffment and grant ſhall enure and be, and the ſaid A. B. C. D. &c. and their heirs ſhall ſtand, and be ſeized of, for and concerning all ſuch and ſo much of the ſaid mannors, lands and premiſſes, whereof or concerning which he the ſaid I. W. ſhall ſo ſignifie and declare his minde as aforeſaid, to the onely uſe of

such person and persons, and of and for such estate and estates, and with such remainder and remainders thereof over and for, upon and under such conditions and provisoes, and in such manner and form as the said I. W. shall by any such writing or writings, by him to be subscribed and sealed as aforesaid, limit or appoint, any thing in these presents conteined, or any other matter or cause to the contrary thereof in any wise notwithstanding. In witnesse, &c.

Note.

This precedent deed was executed with livery and seisin, and attornment, the livery being severally made in the several Counties aforesaid.

The Donor made his Will, and thereby devised to the Major and Commonalty of B. several annuities, to be issuing out of the lands granted by the precedent, and appointed the same to be imployed to charitable uses, and constituted Rachel his wife Executrix, and dyed without issue.

The Executrix proved his Will.

THe Sisters and Sisters children of the Donor, (as heirs at law) question the validity of the deed, whereupon the Major, Commonalty and Feoffees in trust, exhibite their Bill in Chancery against the coheirs and Executrix, and afterwards the matter coming to hearing, by decree the deed and uses are confirmed.

A Condition to pay money weekly.

THe condition, &c. that if the within bound A. B. C. D. E. F. and G. H. or any of them, or the executors, administrators, or assignes of them or any of them, do truly pay or cause to be paid to the within named M. P. and L. G. or either of them, or to the executors, administrators or assignes of them, or

either of them, &c. in or in the, &c. the ſumm of 4 l. of, &c. in manner and form following, that is to ſay, every week weekly on the Saturday, in every week, one next and conſequently enſuing another, the ſum of two ſhillings, until the ſaid ſumm of 4 l. ſhall be fully ſatisfied and paid, the firſt payment thereof to begin and to be made on Saturday next, being the 20. day of this inſtant month of *September*, within writen, that then, &c. but if default ſhall be made of or in any of the payments, &c. that then, &c.

A Condition to pay a ſumm of money, and three years payment given.

THe Condition, &c. that if the above bound I. W. his executors, adminiſtrators or aſſigns, or any of them do truly pay or cauſe to be paid to the above named I. P. his executors, adminiſtrators or aſſigns, the ſumm of 7 l. and 10 ſh. of good and lawfull money of *England*, at or in the, &c. in manner and form following, that is to ſay, on the third day of January, which ſhall be in the year of our Lord, 1632. 50 ſh. thereof, on the third day of Jan. which ſhall be in &c. 1633, 50 ſh. more thereof, and on the third day of January which ſhall be in, &c. 1634. 50 ſh. reſidue of the ſaid ſumm of 7 l. 10 ſh. without fraud or delay, that then this, &c. but if default ſhall be made of, or in any of the ſaid payments in part or in all, then this, &c.

A Condition to perform Covenants in a leaſe and not to ſeeke for a new Leaſe from the chiefe Land-lord.

THe Condition, &c. that whereas the within named M. H. by her Indenture of Leaſe, bearing

date the day of the date within written, hath leased unto the within bound E.M. part of a messuage or tenement called the Peter and Paul situate in Pater noster Row, in the parish of St. Michael at Quern in London from the Feast of the Nativity of St. John Baptist last past, before the date within written, for the term of twenty one years, as by the said Indenture of Lease may appear; if therefore the said E.M. his Executors administrators and assigns, and every of them, do well and truly observe, perform fulfill and keep, all and singular the covenants, grants, articles, conditions and agreements, specified and declared in the said Indenture of Lease, which on his and their parts, are or ought to be observed, performed, fulfilled and kept in and by all things, according to the tenor, purport, effect and true meaning of the said Indenture: And further, if the said E.M. his, executors, administrators nor assigns, nor any other Person or persons whatsoever, for him or them, or by his or their, or any of their means, occasion or procurement, do directly or indirectly procure, get or obtain, or endeavor, or go about to Procure, get or obtain any lease or grant from the Major, Commonalty, and Citizens, of the City of London, of the said messuage or tenement, or any part thereof, or of that part of the said messuage or tenement, which he the said M.H. hath leased unto the said E.M. that then, &c. or else, &c.

A Collaterall Condition.

THe Condition, &c. that whereas A.B. and C.D. Citizens and Drapers of London, by one obligation of the date within written, are and stand joyntly and severally bound to the within named E.F. in 100.l. of, &c. with condition for the payment of 50.l. on the, &c at or in the, &c. as by the, &c. and if in case

ſe the ſaid A.B. and C.D. and either of them, and either of their executors, adminiſtrators and aſſigns, ſhall make default of and in the payment of the ſaid ſumm of 52.l. to the ſaid, &c. his executors and aſſigns on the day, and at the place of payment thereof aforeſaid, if then the within bound L.M. his executors, or adminiſtrators do well and truly pay, or cauſe to be paid unto the ſaid, &c. the ſaid ſum of 52.l. within the ſpace of eight dayes, next after ſuch default of payment made as aforeſaid, he the ſaid E.F. his executors, or adminiſtrators, upon the receipt thereof, delivering unto the ſaid L.M. his executors or aſſigns, the above recited obligation uncancelled and undiſcharged, together within an irrevocable, abſolute and ſufficient letter of Attorney or aſſignment thereof, unto the ſaid L.M. his executors and aſſigns, by and from the ſaid E.F. his executors and aſſigns, and ſealed and delivered in due form of law before two or three ſufficient witneſſes at the leaſt, that then, &c. or elſe, &c.

A Collaterall Covenant to the ſame effect.

TO all People to whom this preſent writing ſhall come, A.B. of, &c. ſendeth greeting; whereas F.W. of, &c. hath at the ſpeciall inſtance and requeſt of the ſaid A.B. taken and excepted of one obligation of the date hereof, wherein M.N.O.P. and Q.R. their executors, adminiſtrators and aſſigns ſtand joyntly and ſeverally bound unto the ſaid F.W. in the ſumm of, &c. with condition thereon indorſed for the payment of, &c. at or in the, &c. as by the ſaid obligation and condition may more plainly appear. Now know ye that the ſaid A.B. doth for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and grant to and with the ſaid F.W. his executors and aſſigns by theſe preſents,

that

that if the ſaid M.N.O.P. and Q. R. their exec-
tors, adminiſtrators and aſſigns, and every of th-
ſhall make default of and in the payment of the ſ-
ſumm of, &c. unto the ſaid F.W. his executors a-
aſſigns on the day, and at the place aforeſaid, t-
then he the ſaid A.B. his executors, adminiſtrators a-
aſſigns, ſhall and will well and truly pay or cauſe t-
be paid to the ſaid F.W. his executors or aſſig-
the ſaid ſumm of, &c. on the &c. next coming a-
ter the date thereof, at or in the place, &c. witho-
fraud or delay. He the ſaid F.W. his executors a-
aſſigns, upon payment thereof, delivering to th-
ſaid A.B. his executors or aſſigns, the above re-
ted obligation, ſafe, whole, uncancelled and un-
charged, together with a ſufficient and abſolu-
aſſignment thereof or letter of Atturney irrevo-
ble in due form of law, to be made, ſealed and del-
vered by the ſaid F.W. his Executors or Aſſig-
before two or three ſufficient witneſſes at the leaſt. I-
witneſs, &c.

A Condition to erect a Barne.

THe Condition, &c. That if the within bound T.
his executors, adminiſtrators or aſſigns, do at
before the Feaſt-day of, &c. next comming after t-
date within written, at his and their own proper co-
and charges, well, work-man-like and ſufficient-
make, build, erect, ſet up, and fully finiſh or ca-
to be made, &c. (in all things belonging to t-
art or trade of a Carpenter) in and upon one pie-
of ground, now in the occupation of, &c. one n-
Barne with twelve ſeverall bays or rooms in the ſam-
of good, new and ſeaſonable timber, and one ſtro-
door with 4 windowes to the ſame, and the ſaid Barn-
contein in length 116. foot of aſſize, & in breath
foo-

…, and in height eighteen foot of aſſize at the leaſt, …allo do at or before the ſaid Feaſt-day of, &c. …ke, or cauſe to be made, at his or their like coſts …d charges, within the ſaid Barn ſo to be builded and …up, the one half or moyty thereof meet and con…nient for a ſtable-room, and a ſufficient floor for …e ſame moyty, upon the main ground, with good, …w and ſeaſonable planks of Oaken timber, toge…er with racks and mangers, ſufficient and conveni…t for the ſame, and do alſo to the other moyty of …e ſame bays or rooms make one ſubſtantial floor …ſeaſonable boards, and do likewiſe at his and their …e coſts and charges, finde and allow all ſuch nayls, …ſhall be needfull to be ſpent and occupied in and …out the erecting, ſetting up and finiſhing of the …e Barn and Stable with floors, racks, mangers, …ors, windows and planks, (except if any be ex…ted) that then, &c. (or you may proceed thus,) …d the within named D. E. in conſideration of …e premiſſes, is to pay unto the ſaid T. S. his exe…tors or aſſignes 20 l. 10 ſh. of, &c. in form fol…wing, *viz.* at the enſealing hereof, 6 l. 8 ſh. 4 d. …ereof, which he hath paid accordingly on the, &c. …d at the fully finiſhing of the ſame Barn as afore…d, other, &c. in full payment of the ſaid ſumm …&c. that then, &c.

Condition, that whereas A. B. hath delivered a Bond and a Letter of Attorney to C. D. to recover a debt of, &c. the ſaid C. D. is bound to re-deliver the Bond or the money.

The Condition, that whereas the within bound C. D. the day of the date within written, hath re…ved and had of the within named A. B. one Bond Obligation, bearing date, &c. (and ſo recite the Bond)

Bond) as by the ſaid Obligation and Condition more plainly appear, which ſaid Bond or Obli together with one other writing or letter of At of the date within written, the ſaid A.B. hath vered to the ſaid C.D. in truſt onely for the rec and receiving of the ſaid debt of, &c. mentio the condition of the ſaid obligation, togethe coſts, damages and reaſonable intereſt, if any ſh of and from the ſaid, &c. his executors or admi tors; if therefore that the ſaid C.D. his exe adminiſtrators or aſſignes, do at any time here within the ſpace of one whole year next coming the date within written, either well and truly pa cauſe to be paid to the ſaid A.B. his executors ſignes the full ſumm of, &c. at or in the, &c. or o wiſe re-deliver, or cauſe to be re-delivered to the A.B. his executors or aſſignes, the ſaid Obligati Bond, and the ſaid letter of Atturney, ſafe, whol cancelled and undiſcharged, and in as good cond as he received them, or either of them, (the p and dangers of the Seas and Pirates onely excep within the time and ſpace before limited, that t &c. or elſe, &c.

A Condition to pay a ſumm of money, at on return from beyond Sea.

THe Condition, &c. that whereas the within med A.B. the day of the date within written, paid and delivered unto the within bound C.D. ſumm of, &c. which ſaid ſumm the ſaid A.B. contented, that the ſaid C.D. ſhall employ and venture in a voyage, wherein the ſaid C.D. is bo in the good ſhip called the, &c. unto the *Eaſt In* upon the condition that the ſaid C.D. his execut adminiſtrators or aſſignes, ſhall truly pay or cau

paid unto the said A.B. his executors or assignes, full summ of, &c. at the return of the said C.D. the said ship, or either of them, which shall first next happen from the *East-Indies* aforesaid, into Realm of *England*; if therefore the said C. D. executors, administrators or assignes, do or shall thin one moneth, next after the return either of sell, or of the said ship, called the, &c. from the *Indies* aforesaid into the Realm of *England*, and truly pay or cause to be paid to the said A.B. executors or assignes, the said summ of, &c. of lawfull money of *England*, without fraud or de-, that then, &c. or else, &c.

A Condition for delivery of Wool.

The condition, &c. that whereas the within bound A.B. for the summ of, &c. to him by the within med C D. in hand, at the sealing of this Obliga- truly paid, whereof he the said A.B. acknow- geth the receipt, hath bargained and sold to the said D. one hundred todd of merchantable wool, good lawfull, *viz.* at the rate and price of 10.sh. the dd, if therefore the said A.B. his executors, &c. do ll and truly deliver, or cause to be delivered unto e said C.D. his executors, &c. all the said one hun- ed todds of wool, sorted and packed by an indiffe- nt sworn wool-packer, frank and free at the ware- use of, &c. on or before, &c. without any delay, at then, &c.

Another Condition to deliver certain Todds of Wools.

The Condition, &c. that if the within bound A.B. and C.D. or either of them, or the executors, administrators or assignes of them, or either of them

do

do well and truly deliver, and cause to be deli
unto the within named E. F. his executors, &c.
full number or quantity of fourty Todds of good
merchantable wools, of the proper sheeps grow
them the said A.B. and C.D. well washed and
and wrought by a sworn woolman, without cot,
bar, gare or refuse, and to be weighed by the T
accompting and allowing eight and twenty p
weight of wool, with a reasonable list to every T
on or before the, &c. next ensuing the date w
written, at or within the, &c. frank and free o
manner of costs, charges and payments, there
demanded without fraud or delay, that then, &c.
else, &c.

A Condition for the delivery of Cow-hides.

THe Condition, &c. that if the above bound
his executors, administrators or assignes, or
of them do truly deliver, or cause to be delivere
the above named G.H. his executors, administra
or assignes, at or in *Leaden-hall*-yard *London*, at or
fore the, &c. next coming, after the date above wri
nineteen Cow-hides, and one Steer-hide well ta
and as good merchantable ware, as is usually so
Leaden-hall yard aforesaid, which Hides the said
before the ensealing hereof, hath delivered to the
E.F. to be tanned as aforesaid, and is to pay upon
full delivery of them to the said E.F. his executo
assignes, for tanning of the same Hides, the sum
3.l. 6.sh. 8.d. of lawfull money of *England*,
then, &c. or else, &c.

A Condition for delivery of Barley.

THe Condition, &c. that if the within bound A.B. his executors and adminiſtrators or aſſigns, or y of them do well and truly deliver, or cauſe to be ivered to the within named C.D. his executors, miniſtrators or aſſigns, at his Barne doore, ſitu-, &c. 22. quarters of good, ſweet, dry and mer-antable barley in form following, *viz.* 12. quarters or before the, &c. and on and before, &c. the o-er ten quarters in full of the ſaid 22. quarters, frank d free from all charges whatſoever, that then, &c. elſe, &c.

A Condition to make an aſſurance by a day.

THe Condition, &c. that if the within bound A.B. his heirs executors and adminiſtrators, do be-re the twentieth day of May next coming after the te within written, make or cauſe to be made unto e within named C.D. and to his heirs and aſ-gns, ſuch a good, ſure, ſufficient and indefeaſible ate of inheritance in the law, to the only uſe & be-oof of the ſaid C.D. his heirs & aſſigns for ever, or the uſe of ſuch perſon and his heirs and aſſigns for ver, as he the ſaid C.D. ſhall then name and appoint and in all that meſſuage, &c. (as the bounds thereof e known) by deeds and evidences ſufficient in the w, or by fine & recovery if need ſhall be or require, by any other ſure and lawfull means, as by the ſaid D. or his heirs, or by the aſſigns of him or hem, or by their or any of their councell learned in e law, ſhall be reaſonably adviſed, deviſed or re-ired, & alſo if the ſame meſſuages, &c. now are and , and ſo from, &c. for ever ſhall remain, continue and

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and be unto the said C.D. his heirs and assigns, a
to such other person as he the said C D shall name
and appoint, and his heirs and assignes free, clea
and clearly acquitted, exonerated and discharged, o
otherwise upon request sufficiently saved and kept
harmelesse, of and from all and all manner of forme
and other bargains, sales, leases, gifts, grants, fu
renders, and incumbrances whatsoever, (if need b
you may proceed further,) and also if the said A.B.
his heirs, &c. do at all times hereafter and fro
time to time, from and after the said, &c. for an
during the space of ten years, upon reasonable requ
to be made by the said C.D. his heirs or assignes d
make, knowledge and execute, and suffer to be do
and executed, all such further act and acts, thing a
things, devise and devises, for the better assuring a
conveying of the premisses unto the said C.D. hi
heirs and assigns, as aforesaid, be it by fine, sett
ment, deed or deeds, inrolled or not inrolled, recov
ry, release, or by any other wayes or means whatsoeve
with warranty against the said A.B. his heirs a
assigns, and all other claiming by, from or und
him, them or any of them, or otherwise without wa
ranty, as by the said C.D. his heirs or assigns, o
by his or their Councell learned at his and th
owne proper costs and charges in the law sh
be reasonably devised and required, that then, &c.
else, &c.

*A Condition for the renewing of a Lease, wi
the Leasor shall come to the age of
twenty one years.*

THe Condition, &c. that whereas the within bou
R.R. and E. his wife, late wife of the within
med T.W. by deed intended, bearing date, &
ha

have demised, granted and to farm letten unto the within named I. W. and A. P. all those Copyhold or customary messuages, lands, tenements, meddows, leasoes, pastures, commons, woods, underwoods and hereditaments commonly called or known by the several and proper names of, &c. or any of them, or by any other name or names, situate, lying and being within the Mannor of Lordship, and Parish of *Woodford* in the County of *Essex*, which were at the time of the decease of the said T. W. in the tenure or occupation of G. H. or his assignes: To have and to hold from the, &c. last past, before the date thereof, unto the end and term of forty years, from thence next ensuing, and fully to be compleat and ended, if the said E. shal happen so long to live, by the yearly rent of, &c. as by the said deed indented amongst other things, covenants, grants and articles therein conteined, whereunto relation being had, more at large it may appear: if therefore the said R. R. and E. his wife, within one half year, next after that the said E. shall come to & accomplish her full age of 21. years, upon reasonable request made by the said I. & A. or either of them, their executors or assignes at the new, &c. and at the onely costs and charges for writing, or otherwise of the said I. and A. their executors and assignes, shall make and seal, and as their deeds deliver unto the said I. W. and A. P. their executors or assignes, one Indenture of Lease, of all and singular the said Copyhold or customary messuages, lands, tenements and hereditaments, before by the said deed indented, demised, and of every part and parcel thereof, and which Indenture so to be made, sealed and delivered, shall in all things, and in every covenant, grant and article of the same, agree *verbatim* with the said deed indented, which beareth the date within written, and not otherwise, save onely that after the commencement and be-

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ginning of the same, it shall be made to hold and continue the rest of the said term of fourty years which shall be then to come and unexpired, compriz'd in the said deed indented, which beareth the date within written, (viz.) to continue the rest of the years, which shall be then to come, and no otherwise, that then, &c. or else, &c.

A Condition to gather Rents, and to yield an accompt thereof.

THE Condition, &c. that if the within bound A. B. or his sufficient Deputy, do from henceforth during his natural life, well, truly and entirely levy, collect and gather all and singular the rents, revenues, emoluments, perquisits of courts, issues and profits whatsoever, of or belonging to the Lordship or Manhor of, &c. and of all the members and parcels of the same, at the Feasts of, &c. yearly during the said term, and all the same rents, &c. and all the money thereof coming, or hereafter to be coming of the same, and every or any part thereof, well and truly content and pay to the within named C. D. at the Feasts of, &c. yearly, and also do from time to time as often as he shall be thereunto required, by the said C. D. his heirs, executors or assignes, make, render and deliver to the said C. D. his heirs or assignes, a just, true and perfect accompt of all the same rents, revenues and other the premisses, and of all the arrerages thereof, (if any be,) do at the end of every such accompt made, make just and true payment to the said C. D. his heirs or assignes, and further do well and truly administer, serve and execute all precepts to him to be directed from the Steward and Officers of the said C. D. his heirs or assignes, concerning the premisses, or any part thereof, and moreover do,

ring all the ſaid term, demean and behave himſelfe as an honeſt and true Bayliff ought to do, that then, &c. or elſe, &c.

A Condition of a Deputy rent-gather to give accompts for the Receipt of Rents.

THe Condition, &c. that whereas the within bound A.B. retained (to and with the within named R.C.) Renter of the Mannor of Finsbury, for the collecting of all the Rents, coming and growing out of the mannor of Finsbury, in the County of Middleſex, and of lands, rents and tenements, belonging to the Major, Aldermen, Commonalty and Citizens of the City of London, Farmers of the ſaid mannor, lands, rents and tenements, for term of years yet to come; if therefore the ſaid A.B. do dwell and truly behave himſelf in the ſaid room or office of Renterſhip, for the Collection of the ſaid Rents and profits of the ſaid Mannor, Rents, lands, &c. and well and truly from time to time collect the ſaid Rents, and every part thereof to the hands of the Chamberlain of the City of London for the time being, to the uſe and behoof of the ſaid Major, Aldermen Commonalty and Citizens of the City of London, and make yearly the accompt of the ſaid Rents, and of every part thereof in the name of the ſaid R.C. if he then be living, of Record in the Chamber of the ſaid City to the office of the ſame, to whom it doth or ſhall appertaine, to take and ingroſſe the ſame accompt: and alſo if the ſaid A.B. during the life of the ſaid R.D. do no act or act, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the ſaid R.C. in and to that office, called the Renterſhip of Finſbury, and further do from time to time, clearly acquit diſcharge or ſave and keep harmeleſſe the ſaid

R.C. his executors administrators and assigns and every of them, against the Major, Aldermen, Commonalty and Citizens of the City of London, and against all and every person and persons, to whom it may or shall of right in that behalfe belong, that then, &c. or else, &c.

A Condition to make a true accompt of one Bayliffeship.

THE Condition, &c. that whereas Sir H.H. Knight and Barroner, chief Justice of the Common Pleas, Sir I.D. Knight Chancelor of the Duchy of Lancaster, T.N. Esquire, Surveyor General, do stand and are possessed amongst other things of the mannor of, &c. for divers years yet to come, upon trust and confidence, and to and for the only use of C.P. have by the commandment and warrant of the said C.P. by deed under his hand and seale, constituted and appointed the within bound H.L. to be Bayliff of the mannor of Westham aforesaid, and Collector of the rents and revenues, Perquisits and profits there, during the pleasure of the said C.P. therefore the said H.L. by himself or his sufficient Deputy or Deputies, his or their executors or assigns and shall from time to time, for and during the continuance and exercise of and in the said place or office, demean himself & themselves therein, without voluntary concealment, deceipt or fraud towards the said C.P. and do and shall yearly during such his or their continuance & exercise as aforesaid, at the accounts & audits to be held & kept for the said C.P. yield & make just and true accompt to and before the said Auditors for the time being of the said mannor and premisses, and thereupon make payment and satisfaction to the said C.P. his officer or officers, in that behalf

to be authorized and appointed, to and for the said C.P. his use, at or before every such audit or audits, of and for all and every such rents, summs and summs of money, and other issues, revenues, goods, chattels, perquisits and profits as then shall come to the hands of the said H L. or his Deputy or Deputies, or as he or they then ought rightly to be charged withal to the said C.P. his use, for or by means or in respect of the said office or place, that then, &c. or else, &c.

A Condition for payment of a summ of money within three dayes after request, if the Obligee may not enjoy a messuage.

THe Condition, &c. That whereas the within bound G D. by a deed bearing date within written for the consideration therein, hath assigned and set over unto the within named A.B. one indenture of lease, bearing date &c. made and granted to him the said A.B. by one, &c. of a messuage or tenement, with th'appurtenances, lying and being, &c. now in the tenure of, &c. for the term of, &c. and all his estate, right, title, interest and term of years to come, in and to the same messuage or tenement, and other the premisses by the said Lease demised, as by the said poll, deed or writing more at large appeareth; if therefore the said A.B. his, &c. paying the said rent, and performing the covenant and duties in the said Lease conteined on the tenants part, from and after the, &c. to be paid and performed, shal not or may not peaceably & quietly have, hold and enjoy the said messuage or tenement, with the appurtenances, for and during all the residue of the said term, without any let, trouble or interruption, of or by the said, &c. then if the said G D. his executors, &c. do

within one month next after notice thereof to him or them, to be given by him the said A B. his, &c. well and truly repay or cause, &c. to the said, &c. his executors or assigns, the sum of, &c. of, &c. the said A. B. then also re-delivering and re-assuring unto the said C. D. his executors, &c. the said Indenture of Lease, safe, and uncancelled, and all his estate interest and term of years in and to the same, and the premisses thereby demised, clearly discharged of all forfeitures, re-entries and incumbrances whatsoever then to be had, made, committed or permitted by the said A. B. his, &c. together with the poll deed aforesaid, this then, &c. or else, &c.

A Condition to bring an Inventory into the Prerogative Court by a day.

THE Condition, &c. that if, M H. wife of I H. while he lived, of the Parish of, &c. do make or cause to be made, a true and perfect Inventory of all and singular the goods, chattles and debts of the said I H. and the same so made, do exhibit or cause to be exhibited into the Perogative Court of Canterbury, the, &c. and the said goods, chattels and debts do well and truly administer (*viz.*) do pay the debts of the said deceased, which he did owe at the time of his decease, as farre as the said goods, debts and chattels will thereunto extend, and as the law will charge her; and further do make or cause to be made, a true and perfect account of and upon the said administration, the second day next after the Feast of, &c. and such part and portion of the said goods, chattels and debts, which shall be found remaining upon her said account, examined and adjudged by the said Perogative Court of Canterbury for the time being, shall distribute and dispose, as by the same Judge shall be

mited and appointed; and if hereafter there shall appear any lawfull Testament or last Will made by the said deceased, and the executor or executors therein named do exhibite the same, making request to have the same approved of accordingly, then if the said administratrix, after lawfull request to her made, do render and deliver into the said Court the said letter of administration to her committed without delay; and lastly, do at all and every time and times hereafter, clearly acquit, discharge or save harmless the within named, &c. and all other the Officers of the said Prerogative Court of *Canterbury*, against all persons having or pretending to have any estate, right, title or interest to the said goods, chattels and debts, that then, &c. or else, &c.

A Condition never to vex or trouble one hereafter for any former matter.

THe Condition, &c. that if the within bound A. B. his heirs, executors or administrators, or any other person or persons for him or them, or in his or their name or names, or by his or their title or procurement, or means, do at any time or times hereafter claim, challenge, demand, vex, sue, molest or trouble the within named C. D. his heirs, executors, administrators or assignes, or any of them, for any of the goods, money, plate or debts, which late were belonging to E. F. of, &c. deceased, or for any other matter, reckoning, cause or accompt, thing or things whatsoever, had, moved, stirred, depending or being between the said A. B. and C. D. before the date within written, that then, &c. or else, &c.

A Condition for the assurance of mortgaged Land, after default of Redemption.

THe Condition, &c. that whereas the within bound A.B. and C. his wife by their deed indented, bearing the date within written, have given, granted, bargained and sold unto the within named D.E. his heirs and assignes for ever, all that messuage or tenement, with the appurtenances thereto belonging or in any wise appertaining, upon condition that if the said A.B. his heirs, executors, administrators or assignes or any of them do well and truly pay or cause to be paid unto the said D.E. his executors, administrators or assignes, the summ of, &c. that then the aforelaid gift, grant, bargain and sale of the premisses, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said deed indented amongst other things therein conteined, more plainly at large appeareth: if therefore the said A.B. his heirs, executors, administrators and assignes, shall make default of or in the payment of the said summ of, &c. on the said, &c. then if the said A.B. and C. his wife, and their heirs, and all & every other person and persons, and their heirs, having or lawfully claiming to have any lawfull right, title or interest, of, in or to the said messuage or tenement, or other the premisses with th' appurtenances, or of, in or to any part or parcel thereof, shall from time to time, and at all times, after such default of payment of the said summ of, &c. in form aforelaid had and made, upon the reasonable request, and at the onely costs and charges in the law of the said D.E. his heirs and assignes, further do, cause, make, knowledg and suffer, or cause to be done, made, knowledged and sufferred, all and every such

such further lawfull and reasonable act and acts, thing and things, devise and devises in the law, be it by fine or fines, deed or deeds, &c. or by all, any, or so many of the said ways or means, as the said D.E. his heirs and assignes, or his or their council learned in the law shall be reasonably advised or devised for the further assurance, sure making and conveying of the premisses, and of every part and parcel thereof, to be had and made sure unto the said D.E. his heirs and assignes for ever, absolutely, without any manner of condition or mortgage, that then, &c. or else, &c.

A Condition to acknowledg a Statute by a day.

THE Condition, &c. that if the within bound A. B. and one R.L. of, &c. do upon or before, &c. seal and subscribe one recognizance or writing obligatory, to be made according to the form of the statute lately made and provided for recovery of debts, wherein and whereby the said A B. and R.L. shall stand bound to the within named T.W. in the summ of, &c. payable at some Feast upon after the date of the same writing, and the same so sealed and subscribed, do upon or before, &c. in lawfull and due manner acknowledg before one of the two chief Justices appointed for the acknowledging of such writings by the statute, or in their absence, out of the term before the Major of the Staple at *Westminster*, and the Recorder of the City of *London* for the time being, and the same so acknowledged and sealed, do deliver or cause to be delivered to the said T.W. at his now dwelling house situate, &c. upon or before the, &c. safe, whole and uncancelled, to the end that a pair of defeazances may be thereupon made, that then, &c. or else, &c.

A Condition to meddle with the Executorship upon assignment thereof.

THe Condition, &c. that whereas the within bo T.T. hath assigned and committed all his r of Executorship, of the Testament and last Wil Sir L. late deceased, unto the within named R.B. hath fully for his part authorized, licensed and as ed the said R. onely to do all and every thing things, by himself and his assignes, concerning execution of the said last Will and Testamen Therefore if the said T.T. shall not intermeddle w the administration of any part of the goods and ch tels, money, debts or plate of the said Testa without consent of the said R. his heirs or executo but shall at all times hereafter, and from time to t permit and suffer the said R.B. his executors and a signes, to administer all such goods, chattels, mone plate and debts, as at the day of the making her be in the custody of the said R.B. to be administre or in the hands or possession of any other person persons, except such goods, chattels, money a plate, now in the possession and custody of the s T.T. of the said Testators, which is or are to be a ministred as shall be thought good by the said R.B And further if the said T.T. his heirs or executo do not discharge any debts of the said Testator without the consent of the said R.B. his executors administrators, nor any action which the said R.B. or his executors shall justly attempt and bring against any person or persons, to or for the recovery of a of the debts, goods and chattels of the said Testato that then, &c. or else, &c.

A Condition not to do any act as Executor, without consent of his Co-executor.

The Condition, &c. that whereas one C.B. late of N. deceased, by her Testament and last Will, named, ordained and constituted the within bound M. and the within named N I. to be Executors of the same her Testament and last Will, as by the same last Will and Testament amongst other things appeareth; therefore the said M.B. shall not at any time hereafter make, or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels, which were the said C.B. the day of her decease, nor shall do or suffer, or cause to be done or suffered, any other act or acts, thing or things, in or about the execution of the said Testament and last Will of the said C. without the consent, assent and agreement of the said N I. that then, &c.

A Condition to procure one to seal an acquittance by a day, and to save harmeless.

The Condition, &c. that whereas the within named A.B. hath the day of the date within written, paid and delivered to the within bound C.D. for and to the use of L.O. now Resident in France, in the parts beyond the Seas, the summ of, &c. if therefore the said C.D his executors or administrators shall and do before the, &c. cause and procure the said L. O. to seal and deliver as his deed to the use of the said A.B. his executors and administrators, in the presence of two or three sufficient and credible witnesses, a sufficient and lawfull acquitance, testifying the receipt of the said summ of, &c. and also if the said C.D. his executors, administrators or assigns, do deliver or cause to be delivered to the said

ſaid A.B. his executors or adminiſtrators, at or in the &c. the ſame acquittance ſealed and delivered a foreſaid, and certified under the hands of the ſame w neſſes whole uncancelled and undefaced, at or b fore, &c. and alſo do in the mean time ſave and h harmeleſs the ſaid A.B. his heirs executors and a miniſtrators and every of them, and all and ever his and their lands, tenements, goods and chatt and every Part thereof, againſt the ſaid L.O. his e cutors, adminiſtrators and aſſigns, and every them, of and for the ſame ſumm of, &c. and ev part thereof, and of and from all actions, ſuits, co charges, damages and demands, for or concerning t ſame, and every or any part thereof, that then, h or elſe, &c.

A Condition to acknowledge ſatisfaction of a judgement.

THe Condition, &c. that whereas the within bou A.B. in M. term now laſt paſt, hath obtained a gainſt the within named L.O. in the Court com monly called, &c. a judgement in an action of deb as by the Records in the ſaid Court remaining, &c. therefore the ſaid A.B. do in Eaſter-term now n enſuing, at the coſts and charges of the ſaid L.O cauſe ſatisfaction to be acknowledged and entred upo Record, in full diſcharge of the ſame judgement, t then, &c. or elſe, &c.

A Condition to procure two to ſeale releaſes for ly ches, and to ſave harmeleſs.

THe Condition, &c. that whereas R.B. late Ci zen and Harberdaſher of London, and brother t the above bound W.B. in, and by his laſt Will and T

teſtamen', did give and bequeath unto W.B. and F.B. ſons of the aforeſaid W.B. their father, ſoul. apeece legacies to be paid, as in and by the ſaid laſt Will and Teſtament of the ſaid R. more at large appeareth: and whereas alſo the above named M.H. the now husband of R. the late widow and executrix of the ſaid R.B. before the enſealing hereof, at the earneſt requeſt and deſire of the ſaid W.B. the father hath paid unto the ſaid W. to and for the uſe and behoof of the ſaid W. and F. his ſons, the ſaid legacies of 40.l. apeece in lawfull Engliſh money, the receipt whereof the ſaid W.B. the father, doth hereby acknowledge and confeſs: if therefore the ſaid W.B. the father, or above bound T.D. and W.F. or any of them, their or any of their executors, adminiſtrators or aſſigns, within twenty eight dayes, next after that the ſaid W. and F.B. ſons of the ſaid W.B. the father, ſhall ſeverally attain their ſeverall ages of 21. years, ſhall give and deliver unto M.H. his executors, adminiſtrators or aſſigns, good, lawfull and ſufficient releaſes or acquittances, under the hands and ſeals of the ſaid W. and F. the ſons of the ſaid W. of and for the ſaid legacies of 40.l. or elſe do in the mean time, and alſo at all times afterwards acquit and diſcharge, or elſe ſave and kep harmeleſs, and indempnified the ſaid M.H. his executors and adminiſtrators, from and againſt the ſaid W. and F.B. the ſons, of and for the ſaid legacies, and alſo of and from all actions, ſuits, troubles, coſts, charges, and damages, that ſhall be commenced, proſecuted, or any way happen to or againſt the ſaid M.H. his executors, adminiſtrators or aſſigns, for or concerning the ſaid legacies by the ſaid W. and F. or either of them, or any other perſon, for, by or under them, or either of them, that then, &c. or elſe, &c.

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A Condition that a woman shall release her dowr

THe Condition, &c. that if L.O. of W. wid late wife of T.O. of, &c. do before the, &c. her writing under her hand and seale, remit, releas quit claime unto the within named R O. such e right, title, interest, claime and demand whatsoe which she the said L.O. hath, may might, should of right ought to have, in or to all or any part of lands, tenements and hereditaments, which were inheritance of the said T.O. her Husband deceas or any part thereof, for or by reason of her dower, of any joynture heretofore made, or by reason of other right, title or means whatsoever, at any ti before the date hereof, come, grown or accrewed: also if the said within bound A.B. his executors, ministrators or assigns do before the, &c. leave deliver, or cause to be left and delivered to and the said R.O. at, &c. the said writing or release sea ed and delivered as aforesaid being certified und the hands of two or three sufficient witnesses, whole, uncancelled and undefaced, that then, &c. else, &c.

A Condition to suffer a mans wife to make her W

THe Condition, &c. that whereas the within bou A.B. shall shortly by Gods grace, marry and to wife C.D. late the wife of E.F. deceased, and reason and means of the said marriage, he the A.B. shall be greatly preferred and advanced in s stance and riches, in consideration whereof, if so that the said A.B. after marriage had and solemniz between him and the said C.D. do quietly per and suffer the said C.D. (if she fortune to decease be

fore

ore the ſaid A.B.) to declare and make her Will in writing, or otherwiſe by word of mouth, and in the ſame to give, will and bequeath, or otherwiſe to aſſign and diſpoſe of, at her free-will and pleaſure, to and amongſt her kindred, friends and acquaintance; or to any of them, or to any other perſon or perſons, as to her ſhall be thought meet and convenient, the ſumm of, &c. of, &c. And further, if the ſaid A.B. his executors, adminiſtrators or aſſignes, or any of them, upon reaſonable requeſt to him, them or any of them to be made, by any ſuch perſon or perſons, to whom the ſaid C.D. ſhall ſo give and bequeath any ſuch ſumm or ſumms of money, extending no further than to the ſaid ſumm or value of, &c. as is aforeſaid, do well and truly pay or cauſe to be paid, all and every the ſaid ſeveral ſumm and ſumms of money, gifts and legacies, ſo to be given and bequeathed by the ſaid C.D. and in ſuch manner as ſhall be by her appointed, that then, &c. or elſe, &c.

A Condition to marry one by a Day, or elſe pay a ſumm of money.

THE Condition, &c. that if the within bound A.B. do on or before the, &c. of, &c. lawfully eſpouſe, marry and take to wife one E.K. the daughter of, &c. if ſhe the ſaid E. will thereunto aſſent and agree, and the Eccleſiaſtical laws permit and ſuffer the ſame: but in caſe it ſhall happen the ſaid E.K. and A.B. or either of them to die or deceaſe before ſuch marriage had and ſolemnized as aforeſaid, then if the ſaid A.B. his executors, adminiſtrators and aſſignes, do well and truly pay, &c. to the ſaid E.K. her executors or aſſignes the ſumm of, &c. on, &c. at, &c. that then, &c. or elſe, &c.

A Condition to be a true Prisoner.

THe Condition, &c. that if I.H. Merchant of [illegible] *Lucas*, which now is in the Prison of the Com-mon-wealth of *England*, under keeping of the Shi[illegible] within written, as well by reason of writ of, &c. the Statute of the Staple, conteining the [illegible] of, &c. as also for other certain actions, causes [illegible] suits on the behalf of R.S. &c. moved and co[illegible]ced, be from henceforth a true and faithfull Prison[illegible] tarrying and remaining with the said Sheriff and [illegible] Deputies till the same I. H. be fully discharged [illegible] acquitted of the said actions, and then content [illegible] pay to the said Sheriff, &c. all and singular [illegible] charges, fees and other duties, in such cases he[illegible]tofore accustomed to be paid, that then, &c. [illegible] else, &c.

A Condition to save harmless for being bound for the appearance of a man.

THe Condition, &c. that whereas the within [illegible]med O.P. at the special instance, request and [illegible]sire of the within bound Sir E.G. by one ob[illegible]gation bearing the date within written, stan[illegible] bound joyntly and severally with the said Sir E.G. and the within bound A.M. unto R.H. and [illegible] Sheriffs of the City of *London*, in the summ of [illegible] of, &c. with a condition there under-written, for [illegible] appearance of the said Sir E.G. before the Justices [illegible] the Court of Common-pleas at *Westminster*, on [illegible] next, &c. to answer to C.G. of a plea of wast, as [illegible] the same obligation and condition thereto more [illegible] large appeareth; if therefore the said Sir E.G. do [illegible] cording to the tenor and true meaning of the obli[illegible]

tion, and condition above recited, appear before the ſaid Juſtices of the ſaid Court, &c. on the day in and by the condition of the ſaid obligation limited and appointed for his appearance, to anſwer unto the ſaid G. G. of a plea of treſpaſſe. And alſo if the ſaid Sir E. G. his executors and adminiſtrators, and every of them do from time to time, and at all times hereafter, freely and clearly acquit, diſchage, or ſave and keep harmleſſe the ſaid G. P. his heirs, &c. and his and their goods, and every of them againſt the ſaid Sheriff of the City of *London*, and againſt all other perſons whatſoever, of and for the ſaid obligation, and condition above recited, and penalty in the ſaid obligation conteined, and every part and parcel thereof, and of and from all actions, ſuits, judgments, executions, condemnations, dammages and demands, touching or concerning the ſame, that then, &c. or elſe, &c.

A Condition wherein the Factor is truly bound to ſerve the Merchant and no other.

THe Condition, &c. that if the within bound I. O. do from the day of the date within written, unto the end and term of four years from thence next enſuing, and fully to be compleat and ended, well, truly and faithfully ſerve the within named L. S. and his aſſignes in the trade and traffique of merchandizes, as well in this Realm of *England*, as in any other parts beyond the ſeas; and alſo if the ſaid I. O. at all times hereafter, and from time to time during the ſaid term of four years, upon the reaſonable requeſt of the ſaid L. S. his executors, adminiſtrators or aſſignes to be made to the ſaid I. O. do make, yield and deliver unto the ſaid L. S. and his aſſignes, as from any other perſons or perſons, by his or their aſſignes, notes and eſt of all ſuch ſumm and ſumms of money, as ſhall

appear upon the foot of every such attempt o reckoning, as shall be so yielded, made and deliver- ed by the said I.O. to the said L.S. his executors, ad- ministrators or assignes, in form aforesaid; and fur- ther, if the said I.O. at any time hereafter, during the said term of four years, as the said I. O. shall b Factor, Doer or Agent for the said L.S. and his a signes by any manner of ways or means, do not tra fique or merchandize, or do the affairs or business o any manner of person or persons whatsoever, othe than the said L.S. and his assignes, without the speci licence, consent, will, knowledg and agreement o the said L.S. his executors, administrators or assigne thereunto first had and obtained in writing, un der his and their hand and seal, that then, &c. o else, &c.

A Condition to pay use for Orphanage or Legacy-mon belonging to Orphans.

THE Condition, &c. whereas the within bound A. B. and C.D. on the day of the date within wri ten, have in their hands, possession and custody, th summ of, &c. of, &c. being Orphanage or Legac money, appertaining unto E F. and G.H. Childr and Orphans of I. K. late Citizen and Grocer London deceased, for the sure payment whereof such time or times, as the said Orphans shall be s verally capable of their several portions, accordi to the custom of the City of *London*, or according t the days and times limited in the Testament and L Will of the said I. K. father of the said E.F. and G H. the said A.B. and C.D. with other sureties ar obliged and bounden by recognizance, taken a acknowledged in the Orphans Court of the City London, to the Chamberlain of the said City

the time being, in certain competent penalty or certain penalties, according to the cuſtome of the ſaid city: And whereas the charge, education, keeping and bringing up of the ſaid Orphans, is committed unto the ſaid I.K. and S. his wife, mother of the ſaid Orphans; if therefore the ſaid A.B. and C.D. or either of them, or the executors, adminiſtrators or aſſignes of them or either of them, do every year yearly during ſo long time as the ſaid ſumm of, &c, or any part thereof ſhall continue and be in the uſe and occupation of them the ſaid A. and C. or either of them, or of the executors, adminiſtrators or aſſignes of them or any of them, do well and truly pay or cauſe to be paid to the ſaid I.K. his executors or aſſignes, for and toward the charge and education of the ſaid Orphans, or of ſuch of them as ſhall longeſt continue, and be in his or their Orphanage or minority, for the uſe, loan or occupation of the ſaid ſumm of, &c, or of ſuch part thereof, as ſhall longeſt continue and be in the uſe, poſſeſſion and occupation of them the ſaid A.B. and C.D. or either of them, or the executors or aſſignes of them, or any of them, after the rate and allowance of 6.l. 13.ſh. 4.d. of &c. for every hundred, and ſo after that rate for a leſſer ſumm, as the cauſe ſhall require, the ſame allowance to be paid quarterly, at the Feaſts of, &c. yearly by equal portions, at or in the, &c. that then, &c. or elſe, &c.

A Condition for the executing of a Goalerſhip.

THe Condition, that if the within bound I. W. his executors and aſſignes, do well and truly execute and uſe the office of Goalerſhip in the County of R. and alſo do well, ſurely and ſafely keep all and every ſuch perſon & perſons, now being in the Priſon

of the Common-wealth of *England*, in the ſaid County of E. or that hereafter ſhall be committed to the ſaid Goal, or to the ſaid I.W. and further that if the ſaid I.W. his executors or aſſignes, at his or their proper coſts, do ſafely carry, bring and recarry all perſons in the ſaid Goal now being, or that at any time hereafter ſhall be priſoners there, to any ſuch place or places as the ſaid Sheriff, or his aſſignes ſhall appoint or name within the ſaid County of E. and furthermore be truly and diligently attending, aiding and aſſiſting the ſaid Sheriff and his under-Sheriff and Deputies, at all and every time and times, when any execution ſhall be done, within the ſaid County, to and upon any perſon or perſons, attainted or to be attainted for treaſon, felony, murther or hereſie, or otherwiſe, or for any other cauſe, unto the end of the execution And further if the ſaid I.W. his executors and aſſignes, do diſcharge and ſave harmleſſe the ſaid Sheriff, his heirs, executors, adminiſtrators and aſſignes, againſt the Common-wealth of *England*, and againſt all and every other perſon and perſons, and from all manner of eſcapes, dammages and loſſes, fines, iſſes and amerciaments, which by the negligence or otherwiſe of the ſaid I.W. his executors or aſſignes, that the ſaid Sheriff ſhall or may in any wiſe be charged or incumbred with, or ought to be charged by the Law, by reaſon of the office of the Sheriffwick of the ſaid County, from time to time, and do content and pay to the ſaid Sheriff his heirs, executors or aſſignes all ſuch ſumm and ſumms of money, as the ſaid Sheriff, his heirs, executors or aſſignes ought to pay to the Common-wealth, or to any other perſon or perſons, or be due to the ſaid Sheriff, by reaſon of the ſaid office of Goalerſhip, that then, &c. or elſe, &c.

A Condition for the re-assurance of Lands.

THe Condition,&c. that if the within bound A.B. his heirs, executors, administrators and assignes, and every of them do from time to time, and at all times hereafter, upon the reasonable request, at the cost and charges in the law of the within named C. D. make, knowledg and suffer unto the said C.D. his heirs or assignes, or unto such other person or persons as he or they shall name or appoint, all and every such lawfull and reasonable act and acts, thing and things,devise and devises in the law,as by the said C.D.his heirs or assignes, or by his or their councel learned in the law shall be reasonably advised or devised,for the assurance and conveying unto him the said C.D. his heirs and assignes for ever, absolutely without any manner of condition or morrgage, all such tenements,lands,meddows,leases, pastures and hereditaments whatsoever, with all and singular their appurtenances situate, lying and being in, &c. all which, &c. now are, or late were in the tenure or occupation of, &c. or his assigns,and sometimes were in the tenure of, &c. or his assignes, which said lands, tenements, meddows, leases, pastures and hereditaments, were lately conveyed, bargained and sold unto the said A.B. and his heirs by W.M. of,&c. as by an Indenture thereof made between the said W.M.on the one part,and the said A.B.on the other part, bearing date the, &c. last past before the date within written, more plainly at large it may appear: And also if the said lands, tenements,meddows,leases, pastures and hereditaments, and all and singular other the premisses, with th' appurtenances, now be and at all times hereafter shall be free and clearly discharged, or otherwise sufficiently saved and kept harmlesse by the said A. B. his

heirs, executors and administrators, of and from all and every bargain, sales, leases, titles, troubles and incumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A. B. his heirs or assignes, that then, &c. or else, &c.

A Letter of Attorney conteined in the latter end of an Indenture.

AND furthermore the said G. C. and T. N. have made, ordained, nominated and appointed, and by these presents do make, ordain, nominate and appoint R. B. Esquire, and T. W. Gent. their true, sufficient and lawfull Attorneys, joyntly and severally for them, and in their names and stead, into and upon all and singular those the said two parts, &c. and other the premisses, or into any part thereof, in the name of the whole to enter, and peaceable and quiet possession and Seisin thereof, for them and in their names to take, and after such possession and Seisin thereof had or taken as aforesaid, for them and in their names, stead and places peaceable and quiet possession, livery and Seisin of all and singular the said premisses, or any part thereof, in the name of the whole, to deliver unto the said H. B. his heirs or assignes, or his or their certain Attorney in that behalf, ratifying, allowing and confirming all and whatsoever their said Attorneys, or either of them, shall do or cause to be done in or about the premisses by these presents. In witnesse, &c.

A Release of a Proviso.

KNow all men by these presents, that I B. C. of &c. for divers good causes and considerations me hereunto moving, have remised, released and quit-

quit-claimed, and by theſe preſents for me, my executors, adminiſtrators or aſſignes, do remiſe, releaſe and for ever quit-claim unto L. M. of, &c. his heirs, executors or aſſignes, as well one proviſo or condition, and all and every the ſumm and ſumms of money, ſpecified in the ſame proviſo or condition, contained and comprized in one pair of Indentures of bargain and ſale, bearing date the, &c. in the, &c. made between me the ſaid B. C. of the one party, and the ſaid M L. of th' other party, as alſo all and all manner of actions and ſuits, cauſe and cauſes of actions and ſuits, for or concerning the ſaid proviſo, In witneſſe, &c.

A Releaſe of a Covenant mentioned in an Indenture of Leaſe.

TO all, &c. A.B. of, &c. ſendeth greeting. Whereas in and by one Indenture of Leaſe, bearing date, &c. made between E.B. of th'one party and the ſaid A.B. of th'other party, there is conteined a Covenant in theſe words following, *viz.* (reciting the Covenant *verbatim* as therein conteined,) whereunto relation being had, it doth and may more at large appear; now know ye, that I the ſaid A.B. for divers good cauſes and conſiderations me hereunto eſpecially moving, have remiſed, releaſed, and quit-claimed, and by theſe preſents for me, my executors and adminiſtrators, do fully and clearly remiſe, releaſe and quit-claim unto the ſaid E.B. his executors and aſſignes, the ſaid covenant, grant, clauſe, agreement and article, before rehearſed and mentioned, and all and every other matter, thing and things ſpecified, declared and conteined in the ſame covenant, clauſe and agreement, and all the benefit, profit, advantage & commodity, that by any manner of means

may or might arise, grow, come or happen to me the said A.B. for or by reason, or touching or concerning the same covenant, clause, article or agreement or any word, sentance, matter, thing or things therein conteined, so that the said E.B. his executors and assigns, and every of them, from henceforth for ever shall be clearly and fully aquitted, released and discharged against me the said E.B. my executors and administrators, and every of us, of from, and for the said covenant, grant, clause, article and agreement, before rehearsed, and of and for every thing and things touching or concerning the same, and that this present releale shall not in any wise extend to any other covenant, clause or article before rehearsed, for and during the said term, &c. In witness, &c.

A bargain and sale of woods.

THis, Indenture, &c. between, &c. witnesseth, that the said I.M. for the considerations hereafter in these presents expressed, hath bargained and sold, and by these presents doth bargain and sell unto the said F.M. all those woods, underwoods and trees whatsoever, standing, growing, lying or being, in and upon all that wood and wood-ground, called or konwn by the name of, &c. in the County of, &c. parcel of the mannor of, &c. in the same County (except and always reserved) out of this present bargain and sale, unto the said I.M. his heirs and assigns, 50. trees of Oake to be taken and marked by the said I.M. or his assigns, in such manner as hereafter in these presents is expressed, *viz.* It is agreed between the said Parties to these presents, and either of them severaly for himself, his executors and administrators, covenanteth and granteth to and with the other of them, his executors and administrators, that the said F.M. shall

or

or may firſt chooſe ten Oaks, and after the ſaid I.M. to chooſe ten other, ſo either of them one after another ten Oaks, until the ſaid I.M. or his aſſigns, have made choice of the ſaid number of 50 trees before excepted, inconſideration of which ſaid bargain and ſale, the ſaid F.M. doth covenant, &c. to and with the ſaid, &c. that he the ſaid F.M. his, &c. ſhall well and truely pay, &c. unto the ſaid I.M. his, &c. the ſumm of, &c. one the, &c. at, &c. and further the ſaid I.M. doth covenant, &c. to and with, &c. that it ſhall and may be lawfull, to and for the ſaid I.M. his executors and aſſigns, at all ſeaſonable times of the year, after choice made by the ſaid I.M. or his aſſigns, to the ſaid 50. trees to him excepted, as aforeſaid, during the ſpace of, &c. next enſuing the date, hereof, to ſell, cut down and carry away the ſaid woods, underwoods and trees before by theſe preſents bargained and ſold, and every of them, except before excepted, and likewiſe the ſaid F.M. doth covenant, &c. to and with, &c. that he the ſaid F.M. his executors or aſſigns, ſhall and will at every felling, of which he or they ſhall make of the ſaid woods, underwoods or trees, leave ſtanding or growing, ſo many ſtaddles and ſtoriers, as by the laws and ſtatutes in that caſe provided, are or ought to be left, for and in recompence of which ſtaddles and ſtoriers ſo to be left, the ſaid I.M. for him his executors and adminiſtrators, doth covenant, promiſe, grant and agree to pay or cauſe to be paid, upon reaſonable requeſt unto the ſaid F.M. his executors or aſſigns, ſo much money, as by two perſons whereof the one to be choſen by the ſaid I.M. the other by the ſaid F.M. ſhall be thought reaſonable, and by them limited and appointed: And furthermore the ſaid I.M. doth covenant, &c. to and with, &c. that if the ſaid F.M. his, &c. do pay, &c. unto the

ſaid

ſaid I.M. his, &c. the ſaid ſumm of, &c. at the days, time and place before limited for the payment thereof, and in ſuch manner and forme as is aforeſaid, that then one recognizance, in the nature of a Statute Staple, bearing date, &c. taken and knowledged, &c. wherein the ſaid F.M. ſtandeth bound to the ſaid I.M. in the ſumm of, &c. ſhall be utterly voyd, and of none effect. In witneſs, &c.

An aſſignment of an extent upon a Satute.

THis Indenture made the, &c. between T.O. of, &c. of th'one party, and Sir L.L. of, &c. and L.B. of, &c. of th'other Party, witneſſeth that whereas T.R. of, &c. R.R. of, &c. and R.B. of, &c. by their recognizance in the nature of a Statute Staple, bearing date the, &c. taken and acknowledged before, &c. did acknowledge themſelves to owe to the ſaid T.O. the ſumm of, &c. payable, as in and by the ſaid Satute or Recognizance more at large appeareth: And whereas alſo certain writs of extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriffe of the County of Yorke, by vertue of which writ ſo directed into the county of Yorke, the ſame then Sheriffe did extend all that the mannor or capitall meſſuage, &c. in the, &c. and divers lands, tenements, &c. as in and by an inquiſition thereof, had and taken by the ſaid Sheriffe, at R. in the County of Yorke aforeſaid, bearing the, &c. then laſt paſt, annexed to the ſaid writ of extent, and remaining of Record in the High Court of Chancery, more at large doth and may appear; and whereas alſo afterward Sir M.W. Knight then Sheriffe of the ſaid County of York by vertue of a Writ of Liberate, likewiſe directed

ſted to the ſaid Sheriffe, hath delivered poſſeſſion
d ſeizin of the ſaid mannor or capitall meſſuage,
d of and in divers lands, tenements, meddows,
dings and paſtures with their appurtenances in M.
reſaid in the ſaid County of York, &c. unto the
id T.O. to have and to hold the ſaid recited Pre-
ſſes in the ſaid Writ mentioned unto him the ſaid
.O. and his aſſigns as his free-hold, until the
id debt of, &c. with coſts, charges and damages,
ould be of the ſaid mannor, lands and tenements
extended and delivered ſhould be paid, as in and by
e ſaid Writ of Liberate remaining of Record in the
gh Court of Chancery more at large appeareth. Now
is indenture further witneſſeth, that the ſaid T.O.
r and in conſideration of a competent ſumm of
ood and lawfull money of England to him in hand,
and before th'enſealing and delivery of theſe pre-
nts, by the ſaid Sir R.L. and L.B. well and truly
ontented and paid, whereof and wherewith he ac-
nowlegeth himſelf fully ſatisfied and paid, and
hereof and of every part & parcel thereof, doth clear-
y acquit, exonerate and diſcharge the ſaid Sir R.L.
nd L.B. their heirs, executors and adminiſtrators,
nd every of them, for ever by theſe preſents hath gi-
ven, granted, bargained, ſold, aſſigned and ſet over,
nd by theſe preſents doth fully, clearly and abſolutely
give, grant, bargain, ſell, aſſign and ſet over unto the
ſaid Sir R.L. and L.B. their executors, adminiſtrators
and aſſigns, all the eſtate, right, title, intereſt, pro-
perty, claim and demand whatſoever, which he the
ſaid T.O. now hath or had, or may, might or
ought to have, of, in or to the ſaid mannor or capital
meſſuage, lands, tenenements, hereditaments and pre-
miſſes in M. afo reſaid, and of, in and to the moyety,
&c. and of, in and to every part and pareel thereof
with th'appurtenances, by force and vertue of the

ſaid

ſaid extent, inquiſition and Liberate aforeſaid, and
very or any of them, or in them, or any of the
conteined, to have and to hold, occupie, poſſeſſe,
ceive, take and enjoy the ſaid mannor of M. the ſa
moyety of, &c. and all and ſingular other the prem
ſes before mentioned, with their appurtenances,
gether with all rents, iſſues, profits, commodities
advantages thereof whatſoever unto the ſaid Sir R.L
and L.B. their heirs and aſſigns, to the only proper
and behoof of them the ſaid Sir R.L. and L.B. th
heirs and aſſignes for ever, for and during the te
and continuance of the ſaid Extent, until the ſa
ſumm of, &c. with the coſts, damages and char
be out of the ſaid mannor and other the premiſſes
tended as aforeſaid, fully ſatisfied, contented
paid, as is aforeſaid. In witneſs, &c.

*A Condition for finding Apparel for an Appren
by his friends.*

THe Condition, that whereas I.R. ſon of the wi
in bound E.R. by his Indenture of Apprenti
ſhip, bearing date, &c. laſt paſt, before the date wi
in writen, hath put himſelf Apprentice to the wth
named H.S. to the Art which he now uſeth, and wi
him to ſerve and dwell after the mannor of an A
prentice, from the day of the date of the ſame Inde
ture, for and during the term of eight years fr
thence next enſuing, and fully to be compleat
ended, as by the ſame Indenture may appear: a
whereas it is intended and agreed upon by and be
tween the ſaid E.R. and H.S. that he the ſaid E.R
his executors or adminiſtrators, or ſome of them ſh
from time to time, and at all times, during the ſa
term of eight years, finde and provided to and for t
ſaid I.R. good, ſufficient and neceſſary rayment a
apparel, as doublet, hoſe, ſhoes ſtockings, ſhi
bun

...ds, cloak, hat and all things needfull and convenient for ſuch an Apprentice, if therefore the ſaid E.R. ... executors, adminiſtrators or aſſignes, do and ſhall ...ly, and every year at or before the Feaſt of Ea... during all the ſaid term of, &c. finde and provide ...nd for the ſaid I.R. ſuch ſufficient rayment and ap...rel as aforeſaid, and at all other time and times ...edfull during all the ſaid term, or otherwiſe in de...lt thereof, well and truly pay or cauſe to be paid ...o the ſaid H.S. his executors, adminiſtrators and ...ignes, at or in, &c, the ſumm of 3.l.6.ſh.8.d. of, &c. ... and towards the ſaid apparel, on or before the ...d Feaſt day of the Aſcenſion of our Saviour, in ...ery year yearly, during the ſaid term without fraud ...coven, that then this, &c.

A *Condition to ſave harmleſs from Bond.*

THe condition of this, &c. that if the within bound L.D. his executors, adminiſtrators or aſſignes, or any of them, do and ſhall on this ſide, or before the, &c. next coming, clearly acquit and diſcharge the above named E.A. his executors and adminiſtrators, out of and from all and every Bond and ...onds, obligation and obligations whatſoever, where... and whereby the ſaid E.A. ſtandeth joyntly ob...ged and bounden with the ſaid L.D. to any perſon ...perſons whatſoever, for payment of any ſumm or ...mms of money, that then, &c.

A Condition for money (given by Will) to be lent gratis.

THe Condition, &c. that whereas A.B. &c. by his laſt Will and Teſtament, bearing date, &c. did ...ve and bequeath unto the Parſon and Church-wardens

dens of the Pariſh of, &c. the ſumm of, &c. to be l
unto young men of the ſaid Pariſh, upon ſuffi
Sureties for two years *gratis*, and ſo from two y
to two years to ſome other young men of the ſa
Pariſh, by 10.l. a man without paying any confi
tion for the ſame, as by the ſame Will more at l
may appear, of which ſaid ſumm of, &c. the wi
bound W.L. the day of the date within written, h
had and received 10.l. according to the meanin
the ſaid Will; if therefore the ſaid W.L. his ex
tors, adminiſtrators or aſſignes, or any of them,
well and truly content and pay, or cauſe to be p
unto the within named H.I. T.I. and R.I. or an
them, their or any of their executors, adminiſtra
or aſſignes, the ſaid ſumm of, &c. on the, &c. wh
ſhall be in the year of our Lord God, 1631. at or
&c. that then this, &c.

A Condition that one Executor ſhall not releaſe any the Teſtators debts or goods, without the conſent of the other Executor.

THe Condition, &c. that at whereas I.H. of t
by his laſt Will and Teſtament, bearing date
&c. publiſhed and declared in writing, did make
ordain the within named E.W. and the within bou
K.E. his executors of the ſame his laſt Will and T
ſtament, and afterwards died, after whoſe death
adminiſtration of all and ſingular the goods, chat
credits and debts, which of late were the ſaid I.H. a
and are lawfully committed unto the ſaid E.W. a
K.E. if therefore the ſaid K.E. hath not at any ti
or times heretofore, neither he the ſaid K. his ex
cutors nor adminiſtrators, nor any of them ha
at any time or times hereafter remiſe, releaſe or
therwiſe diſcharge any of the debts, duties, ſpecial
ſum

ſumm and ſumms of money, or other thing whatſoever, due and owing to the ſaid I. H. at the day of his death, or yet any of the action or actions, ſuits, plaints, pleas, proceſſes, judgments or executions whatſoever had, commenced, brought, or at any time or times hereafter, to be ſued, had, commenced, brought, purſued, or executed by virtue of the ſaid will, againſt any perſon or perſons whatſoever, for or by reaſon of any of the ſame ſpecialties, ſumm or ſumms of money, debts, duties, or other things due and payable as aforeſaid, or otherwiſe diſcontinue by non-ſuit or *retraxit* in the ſame action or actions and ſuits aforeſaid, or any of them, ſo commenced or brought, or to be ſued in form aforeſaid, without the ſpecial licence, conſent and agreement of the ſaid E. W. his executors or adminiſtrators firſt had and obteined in writing, ſigned and ſealed, with his, their or ſome of their hands and ſeals, that then, &c.

A Condition that one ſhall not become bound for any perſon, by writing or promiſe without conſent.

THE Condition, &c. that if, &c. A. B. ſhall not at any time or times hereafter, by his writing obligatory, ſigned or ſealed with his hand, make or ſeal, or by any other writing or bale, promiſe or contract whatſoever, or otherwiſe ſolely by himſelf, or joyntly or ſeverally, with any perſon or perſons, become or ſtand bound as Surety with, to or for any perſon or perſons, in or for payment of any ſumm or ſumms of money to any manner of perſons for the debt, duty, or any cauſe whatſoever, of any perſon or perſons whatſoever, (above the ſumm of 40. l. of, &c.) other than for his one onely debt, duty or cauſe, without

the

the ſpecial conſent, aſſent and licence of the wi
named C.D. firſt had and obtained in writing, m
his hand and ſeal, that then, &c.

A Condition to ſurrender Land, or pay money in lieu thereof.

THe Condition, &c. that if, &c. A.I. and h
heirs, or ſome of them, within the ſpace of, &c
next enſuing the date hereof, upon reaſonable requ
to him or them made, by the within named R.H
his heirs or aſſignes, or any of them, and at his
their coſts and charges in the Law, do make and pr
cure, or cauſe to be made and procured, to the u
the ſaid R.H. and his heirs for ever, according
the cuſtome of the mannor of, &c. ſufficient a
lawfull ſurrender and aſſurance, of and in one me
ſuage or tenement cuſtomary, ſometimes called the
&c. with all barns, ſtables, orchards, gardens and o
ther th'appurtenances to the ſame adjoyning and be
longing, ſituate, &c. diſcharged or ſaved harmleſ
from all former ſurrenders, charges and incum
brances, made, done or committed by him the ſai
A.I. or his heirs, or by any other perſon or perſons
by whom ſuch ſurrender ſhall be ſo made, the fine o
fines, for or by reaſon of ſuch ſurrender or admiſ
on upon the ſame, and the rents and ſervice
from henceforth to be due to the Lord or Lords
the ſaid mannor of whom the premiſſes are holden,
by parcel, (onely excepted and fore-prized) and if i
caſe the ſaid R.H. or his heirs, within the ſpace of, &c
now next enſuing, ſhall diſlike to accept of ſuch ſu
render, and ſhall not make any ſuch requeſt for th
ſame, as is aforeſaid, then if in lieu and recompen
thereof, the ſaid A.I. his heirs, executors, adminiſtra
tors or aſſignes, or any of them do at th'end of th
ſame

ame year now next enſuing, at the furtheſt within three moneths then next following, well and truly pay or cauſe to be paid unto the ſaid R.H. his executors or aſſigns, at or in, &c. the ſumm of, &c. of lawful, &c. without fraud or coven, that then, &c.

A *Condition, &c. to keep Peace.*

THe Condition, &c. that if, &c. B.W. at all times hereafter do well and honeſtly bear and behave himſelf as well in word as in deed, towards the within named I.R. and all his, as any honeſt man ought to do, and alſo if the ſame B.W. at all times hereafter do keep the, &c. in his own proper perſon towards the ſaid I.R. and all his: and further if the ſaid B.W. at no time hereafter, do vex, ſue, moleſt or trouble, or cauſe to be ſued, vexed, moleſted or troubled, the ſaid I. in his body, goods or otherwiſe, by any manner of means, for any matter, cauſe or thing whatſoever it be, that then, &c.

A Condition to juſtifie all ſuch Actions as ſhall be commenced by vertue of a letter of Attorney, and not to releaſe, etc.

THe Condition, &c. that if, &c. W.L. his, &c. do at all times hereafter, and from time to time juſtifie, averre, maintain and allow all ſuch actions, ſuits, writs, pleas, plaints, premiſſes, condemnations, judgements, executions and demands, as the within named E.S. his, &c. ſhall at any time hereafter commence, exhibit, procure or proſecute by force of a letter of Attorney, bearing the date within written, made from the ſaid W.I. to the ſaid E.S. againſt all or any the perſon or perſons or debtors therin named, their heirs, executors or adminiſtrators, for the recovery

of the ſeveral ſumms of money, by every of them ſeverally owing, mentioned in the ſaid letter of Attorney, to the only uſe therein ſpecified. And do permit and ſuffer the ſaid E.S. his, &c. to recover and receive all and every the ſaid debts and ſumms of money, and the coſts, damages, profits of ſuits and other commodities and advantages, to come or grow any way by the ſame, to the uſe of the ſaid E.S. his, &c. forever, without account, without releaſe, acquittance, diſcharge, non-ſuit, countermand, diſavowry, retraction or other avoiding of the ſame perſons, ſumms of money, debts, ſuits or other demands, accruing upon the ſame, without the conſent of the ſaid E.S. his, &c. firſt had and obteined for the ſame, that then, &c.

A Condition to pay money according to a Proviſo in a bill of ſale.

THe Condition, &c. that whereas the within bound R.H. by his bill of ſale, bearing date the day of the date within written, hath bargained, ſold and delivered in plain and open market, according to the cuſtome of the City of London unto the within named T.C. three gilt bowles, weighing 60. ounces, &c. to have and to hold, &c. with a Proviſo contained in the ſaid bill of ſale, that if the ſaid R.H. his, &c. do pay, &c. unto the ſaid, &c. that then this, &c. as by, &c. and whereas the ſaid T.C. doth eſteem and value that the ſaid three gilt bowles, to be not to be worth the ſaid ſumm of, &c. conteined in the ſaid bill of ſale; if therefore the ſaid R.H. his, &c. do pay, &c. unto the ſaid T.C. his, &c. the ſaid ſumm of, &c. on the day and at the place mentioned in the ſaid Proviſo, and thereby redeem the premiſſes, out of the hands and poſſeſſion of the ſaid T.C. his, &c. that then, &c.

A Condition to do ones endeavor for the recovery of the debt against the Surety.

THe Condition, &c. that whereas the above-bound I.H. hath obteined ſeverall judgments againſt M.W. Eſquire, and T.B. Gent. upon one obligation, wherein the ſaid T.B. and M.W. ſtand bound unto the ſaid I.H. in the ſumm of 215.l. with condition for payment of 107.l. 10.ſh. as by the Records remaining in the Court of Common-Pleas at Weſtminſter may appear; if therefore the ſaid I.H. his executors, adminiſtrators and aſſigns, do and ſhall from time to time, and at every time and times hereafter, do and uſe his and their beſt means and endeavors with effect, by Writ or Writs of execution, or by other Writs or means, lawfully to recover and receive of the ſaid M.W. his heirs, executors or adminiſtrators, or of his or their lands, tenements, goods, chattels or hereditaments the ſaid ſumm of 215.l. and coſts of ſuit heretofore obteined by judgement, as aforeſaid, without releaſing the ſaid ſumm of money as aforeſaid, or any part thereof, except it be by agreement and conſent of the ſaid H.B. his executors, adminiſtrators and aſſigns, or alſo do and ſhall well and truly pay, or cauſe to be paid unto the ſaid H.B. his executors, adminiſtrators or aſſigns, the ſaid ſumm of, &c. and coſts of ſuit, or ſo much thereof as ſhall be received by the ſaid I.H. his executors, adminiſtrators or aſſigns of the ſaid M.W. his heirs, executors or adminiſtrators, or his or their goods, chattels, lands or tenements, upon or by reaſon of the ſaid Judgement, and that within two moneths, next after he or they ſhall have received the ſame without fraud or coven, that then, &c.

A Condition for quiet enjoying of a meſſuage ſold.

THe condition, &c. that if the within named I.M. his heirs and aſſigns, and every of them ſhall and may for evermore, from henceforth peaceably and quietly have, hold, occupie, poſſeſſe and enjoy all that meſſuage, tenemet and lands ſituate, lying and being in, &c. and every part and parcel thereof, mentioned to be bargained and ſold, by the within bound R.W. to the ſaid I.M. in and by a certain Indenture and bargain of ſale, bearing date the day of the date within written, made between the within bound R.W. and A. his wife on th'one part, and th'above named I.M. on th'other part, clearly diſcharged, or otherwiſe ſufficiently ſaved harmeleſſe, of and from all and all manner eſtates, titles, charges and incumbrances whatſoever, at any time heretofore had, made, committed, permitted, ſuffered or done by the ſaid W. or by his means or procurement, that then, &c.

A Condition to pay a yearly ſumm of money for a wives Joynture during her life.

THe Condition, &c. that if th'above bound T.P. his heirs, executors, adminiſtrators or aſſigns, or any of them, do well and truly pay or cauſe to be paid unto K. the now wife of the ſaid T.P. for and in the name of her joynture, yearly and every year for and during the term of the naturall life of the ſaid K. if ſhe ſhall ſurvive and overlive the ſaid T.P. her husband, the yearly ſumm of, &c. at four moſt uſual Feaſts in the year, that is to ſay, at, &c. by even and equal portions, the firſt payment thereof to begin and to be made at the Feaſt of the ſaid Feaſts, which ſhall firſt

firſt and next happen after the death of the ſaid T.P. if ſhe the K. ſhall be then living, and alſo if when any of them, the Sureties of the ſaid T.P. ſhall happen to die or depart this natural life, the ſaid K. living, the Survivor of them, within one moneth next after his death, ſhall procure one ſufficient Surety to become bound with the then ſurviving obligor in the like ſumm, and under the ſame condition, and ſo from time to time during the life of the ſaid K. upon the ſealing and delivery of every which new Bond, the former Bond to be delivered to the ſurvivor to be cancelled, that then, &c.

A Condition to endeavour to diſcharge an obligation by a day.

THe Condition, &c. that if, &c. do and ſhall uſe his beſt endeavour for and in diſcharge of one obligation, bearing date the, &c. wherein the within named D.W. and B.B. of, &c. are and ſtand bound unto the ſaid M.B. deceaſed, in the ſumm of 100.l. for payment of 52.l. at a day already paſt, and do thereof acquit and diſcharge the ſaid D.W. and B.B. and either of them, their and either of their executors, adminiſtrators and aſſignes, of and from all actions, ſuits, troubles, coſts, and charges whatſoever, of, for and concerning the ſaid obligation, or ſumms of money therein conteined, that then this, &c.

A Condition reciting an abſolute bargain and ſale is made to one for the Indempnity of a Bond, if the money be paid upon the Bond, the Grantee is bound to re-aſſure.

THe Condition, &c. that whereas the within named I.T. by his deed indented bearing date the

day of the date within written, for the indempnity, discharge and saving harmeleſſe of the within bound Sir M.W. his heirs, executors and administraton, of, for, from and concerning one obligation, bearing date the, &c. within written, wherein the said Sir W.M. for th'only debt of the said I.T. together with the said I.T. is and standeth bound unto E. P. Esquire, in the summ of, &c. with condition for payment of, &c. on the, &c. next coming, hath granted, bargained, sold and confirmed unto the said Sir M.W. his heirs and assigns for ever, all that Close, &c. with th'appurtenances called or known by the name of, &c. situate, lying and being in, &c. as by the same deed inrolled in the High Court of Chancery, amongst divers other things therein conteined, may more at large appear; if therefore the said Sir M.W. his heirs or assigns, in whom th'estate of the before mentioned premisses is or shall be vested or settled, do and shall upon reasonable request to him or them to be made in that behalfe, by the said I.T. his heirs or assignes, (after that the said I.T. his heirs, executors, administrators or assigns shall have paid the said 104.l. and accquitted and discharged the said Sir M.W. his heirs, executors, administraton and assigns, of and from the said obligation, and the summ and summs of money therein conteined,) at the costs and charges in the law of the said I.T. his heirs or assigns, re-convey and re-assure unto the said I.T. his heirs and assigns for ever, the said Close called, &c. with th'appurtenances with warranty therein to be conteined, against the said Sir M. W. his heirs and assigns only, so as he or they be not compelled to travel, for the making of the said assurance, further then the place of his or their abode and residence at the time of such request made, that then, &c.

A Condition (reciting a surrender of land upon condition,) that if the money be not paid according to the condition, the Obligor may enjoy the lands, &c.

THe Condition &c. that whereas the within bound T.I. hath the day of the date within written, surrendred into the hands of the Lord of the mannor of H. in the County of, &c. out of Court, by the hands of A.B. and C.D. two of the customary tenants of the said mannor, according to the custome of the said mannor, one messuage or tenement, &c. with all and singular their and every of their appurtenances, now or late in the tenure or occupation of the said T.I. his assign or assigns to th'only use and behoof of the within named F.A. and of his heirs and assigns for ever, according to the custome of the said mannor; nevertheless upon condition for payment of, &c. at or in, &c. as by the same surrender more at large appeareth; if therefore the said F.A. his heirs and assigns, and every of them shall or may from time to time, and at all times for ever, from and after default made in payment of the said summ of, &c. at the day and place appointed for payment thereof, as aforesaid, lawfully, peaceably and quietly have, hold, occupie, possesse and enjoy the same messuage or tenement, lands, and all and singular other the premisses, in &by the said surrender mentioned and expressed, clearly and absolutely acquitted and discharged, or otherwise by the said T.I. and his heirs, sufficiently saved and kept harmlesse of and from the joynture, dower and thirds of K. now wife of the said T.I. to be claimed or challenged of or in the said premisses or any part thereof, and of and from all and all manner of former and other bar-

gains, contracts, ſurrenders, and other charges, titles, troubles and incumbrances whatſoever, by the ſaid T.I. his heirs and aſſignes, in any wiſe heretofore had, made, committed, ſuffered or done, or to be had, made, committed, ſuffered or done, the rents and ſervices to the chief Lord or Lords of the fee thereof, and from thenceforth growing due therefore onely excepted and fore-prized, that then, &c.

A Condition that whereas one hath an annuity iſſuing out of the manner of, &c. which ſaid annuity he hath releaſed, &c. for payment of, &c.

THe Condition, &c. that whereas the within bound I.B. hath and holdeth for the term of his natural life, of the grant of the within named R.L. one annuity or yearly rent of, &c. by the year iſſuing and going out of the mannor of, &c. and out of certain other lands, tenements and hereditaments, in the County of, &c. as by the ſame grant thereof made more at large it doth and may appear, which ſaid annuity or yearly rent of, &c. the ſaid I.B. by his deed indented, bearing date the day of the date of theſe preſents, hath bargained, ſold and releaſed unto the ſaid R.L. upon and under a certain condition in the ſame deed indented, expreſſed, as by the ſame alſo it doth and may appear; if therefore the ſaid I.B. hath not at any time before th'enſealing and delivery of the ſaid deed indented, bargained, ſold, given, granted, aſſigned or ſet over, or by any other means incumbred the ſaid annuity or yearly rent of 100.l. or any parcel thereof, that then, &c.

A Condition whereas the Obligee hath owing by one a ſumm of money, which is to be paid to a Creditor of the Obligors, who is bound to repay within ten days after notice of the Receipt.

THe Condition, &c. that whereas the within named I.F. hath remaining in the hands and cuſtody of G. &c. the ſumm of, &c. which ſumm of, &c. the ſaid I.F. is contented at the requeſt and deſire of the within bound I.&c. ſhall be paid and delivered by the ſaid G.&c. unto one L.&c. if therefore the ſaid, &c. his executors, adminiſtrators or aſſignes, do well and truly pay or cauſe to be paid unto the ſaid I.F. &c. his executors, adminiſtrators or aſſignes, at or in, &c. the ſaid ſumm of, &c. within ten days next after, the ſaid I.F. his executors, adminiſtrators or aſſignes ſhall give ſufficient notice or teſtimony unto the ſaid, &c. his executors, adminiſtrators or aſſignes from the ſaid I. teſtifying that he the ſaid L. hath received the ſaid ſumm of, &c. of the ſaid, &c. as aforeſaid, without fraud or coven, that then, &c.

A Condition where a Bond is aſſigned, and that if the Obligees in the aſſigned Bond do not pay, then the Obligee in this is bound to pay, &c.

THe Condition, &c. that whereas the within bound A.B. hath by his deed in writing, bearing date, &c. aſſigned over unto the within named C.D. one obligation bearing date the, &c. wherein E.F. and G.H. ſtand bound unto the ſaid A.B. in the ſumm of, &c. with condition for payment of, &c. on the, &c. as, &c. as by the ſame deed of aſſignment and ob-

obligation may appear, if in case the said E.F. and G.H. their executors, administrators or assignes do not pay unto the said C.D. his executors or assignes the said summ of, &c. on or before the, &c. with such considerations as shall be therefore due; if then the said A.B. his executors, administrators or assignes do well and truly pay or cause to be paid unto the said C.D. his executors, administrators or assignes, on the, &c. at or in, &c. the said summ of, &c. with consideration for the same after the rate of 8.l. per cent. to be accompted from the day of the date within written, untill such time as the same shall be fully payed, that then, &c.

A Condition upon an Attachment.

THe Condition, &c. that whereas th'above named Sir R.L. Knight, is to pay unto Sir M.R. of, &c. the summ of 150.l. of, &c. upon Bond bearing date on or about the, &c. last past, before the day of the date above written: and whereas the day of the date above written, th'above bound W.S. hath attached the said summ of, &c. in the hands of the said Sir R.L. if therefore the said W.L. his executors, administrators, and assignes, and every of them do and shall at all times hereafter and from time to time, well and sufficiently save, defend, keep harmlesse and indempnified the said Sir R.L. his heirs, executors, administrators and assignes, and every of them, as well against the said Sir M.R. his executors, administrators and assignes, as against all and every other person and persons, for or concerning the said obligation, or any summ or summs of money therein conteined, and of and from all and all manner of actions, arrests, suits, costs, losses, charges, forfeitures, payments and detriments whatsoever, which

which shall or may be commenced or happen, against the said Sir R. L. his goods or chattels, for or by reason of the non-payment of the said summ of, &c. unto the said Sir M. R. his executors, administrators or assignes, or the said, &c. in regard the same is attached by the said W. S. as aforesaid, that then, &c.

A Condition to pay Rent quarterly for certain Rooms, &c.

THE Condition, &c. that if I. A. of, &c. the within bound I. P. and T. A. or any of them, their or any of their executors, administrators or assignes, do well and truly pay or cause to be paid unto the within named G. P. his executors, administrators or assignes, the yearly summ of, &c. for those Rooms, parcel of the capital messuage, situate, *&c.* wherein the said I. A. now inhabiteth, for and during the full term of, *&c.* to be accompted from the, *&c.* last past, before the date within written, at the four most usual Feasts or Terms in the year, that is to say, at the Feast of, *&c.* or within ten days next ensuing every of the said Feasts, by even and equal portions, at or in, *&c.* the first payment to begin and to be made at the Feast-day of, *&c.* next ensuing the date within written, or within ten days next ensuing the same Feast, that then, *&c.*

A Condition to surrender Land to certain uses.

THE Condition, *&c.* that if the above bound M. W. S. W. and I. W. and every of them and their heirs, do and shall at the next Court to be holden for the mannor of W. in the County of, *&c.* which shall be after request made by the above named A. D. her heirs or assignes, the said request being

ing made eight days before any such Court be holden, surrender into the hands of the Lord of the said mannor, to th'only use and behoof of the said A.L. her heirs and assigns for ever, according to the custome of the said mannor, all that little Close of land with the appurtenances, lying and being in a place called G. in the said County of E. being Coppiehold land of the said mannor, the same premisses being at the time of the said surrender to be made freely & clearly acquitted and discharged, of and from all former surrenders, grants and incumbrances whatsoever, that then, &c.

A Condition that the Sheriff executing a Writ, may detein out of the goods and lands, extended so much money, &c.

THe Condition, &c. that whereas the within bound R.W. the day of the date hereof, hath delivered to the hands of the within named G.M. and W.M. the writ of execution, for levying and extending the goods, chattels and moyty of the lands, tenements and hereditaments, of one Sir W.M. of, &c. to and for the use of the said R.W. whereby the same R. may be satisfied of the summ of 200 l. mentioned in the said Writ, if in case the said G.M. and W.M. or either of them, do lawfully execute, or cause to be lawfully executed, the said Writ, according to the nature, meaning and purport thereof by the impannelling of twelve lawfull and indifferent men to be sworn of the Contents of the said Writ, if then the said R.W. his executors and administrators, do quietly permit and suffer the said Sheriff or under-Sheriff to have, take, receive and detein, to his and their own proper use and behoof, out of such moneys, goods or chattels, as shall be had, levied or received by

by virtue of the ſaid Writ, or the execution thereof, ſo much in lawfull money of *England*, or other benefit as they or the ſaid Sheriff or under-Sheriff, or one of them ſhall think reaſonable or ſufficient for their ſatisfaction, of and for ſuch travel, pains or charges as they ſhall be at, in and about the execution of the ſaid Writ and extent thereupon to be had or made, otherwiſe within, &c. next after the ſaid Writ ſhall be executed, and return made thereof accordingly, do pay or cauſe to be paid unto the ſaid Sheriff or under-Sheriff, or their Deputy or Deputies ſo much lawfull money of *England*, as they ſhall for the cauſes aforeſaid reaſonably demand, that then, &c.

A Condition to ſave harmleſs from a Bond of Arbitrement.

THE Condition, &c. that if the above bound A.D. his executors and adminiſtrators, or any of them do and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſſe and indempnified the above named G.M. his heirs, executors and adminiſtrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one obligation, bearing date the day of the date above written, wherein the ſaid G.M. at the requeſt of the ſaid A.D. is and ſtandeth bound unto R.M. Gent. in the ſumm of 100.l. with condition there under-written, that the ſaid A.D. abide the award of W.M. and T.B. Eſquires, Arbitrators, and of and from all actions, ſuits, arreſts, coſts, charges and demands whatſoever, concerning the premiſſes, without fraud or coven, that then, &c.

A Condition where Purchase-money is to be paid at two Payments, if default be made in the first, the whole with allowance to be paid at the second.

THE Condition, &c. that whereas, in and by a pair of Indentures, bearing date the day of the date within written, made between the within named A.L. of th'one party, and the within bound I.I. of the other party, the said I.I. is to pay to the said A.L. the summ of 200.l. of, &c. on the, &c. at or in, &c. being the first payment of the summ of, &c. which the said I.I. is to pay unto the said A.L. for the Purchase of the Keepership, Herbage and Pannage of B. Park, &c. in the County of, &c. as by the said Indenture may more at large appear: and if it shall happen the said I.I. his executors, administrators and assignes, to make default in payment of the said summ of 200. unto the said A.L. his executors, administrators or assignes, on the said, &c. next coming, contrary to the tenor of the same Indenture, then if the said I.I. his executors, administrators or assignes, do well and truly pay or cause to be paid unto the said A.L. his executors, administrators or assignes the full summ of, &c. on the, &c. at or in, &c. without fraud or covin, that then, &c.

A Condition where money is lent upon a Bond, and Letter of Attorney to receive the money due upon the Bond, the Obligor in this Bond is to pay, &c.

THE Condition, &c. that whereas A.B. of, &c. and C.D. of, &c. by their obligation, bearing date the, &c. in the, &c. are and stand joyntly and several

ly bound unto E.F. &c. in the ſumm of, &c. for
ment of, &c. on the, &c. at, &c. as by the ſaid
bligation and condition thereupon made more at
rge appeareth. And whereas I.F. by his Letter of
ttorney, bearing date the, &c. in the, &c. did make,
rdain and conſtitute the within bound P.U. his law-
ll Attorney, irrevocably to ask, levy, recover and
ceive, to his own proper uſe and behoof of the ſaid
. B. and C. D. or either of them the ſaid ſumm
f, &c. on the, &c. according to the tenor of the ſaid
bligation, as by the ſaid Letter of Attorney more at
rge likewiſe appeareth: upon which ſaid obligation
d letter of Attorney the within named H.B. hath
nt unto the ſaid P. U. the full ſumm of, &c. and
th aſſigned the ſaid condition over unto the ſaid
B. with the ſaid letter of Attorney, ſo made unto
e ſaid P. U. by the ſaid E. F. as aforeſaid; if in
ſe therefore the ſaid ſumm of, &c. be not well and
ruly paid to the ſaid H.B. his executors or aſſignes,
r or upon the ſaid, &c. next enſuing the date hereof,
y the ſaid A.B. and C.D. or one of them, according
o the true intent and meaning of the ſaid recited ob-
gation and condition hereof, to the proper uſe and
ehoof of the ſaid H.B. then if the ſaid P.U. and
e within bound M, G. or either of them, or the
eirs, executors or aſſignes of them, or either of
hem, do and ſhall well and truly repay or cauſe to be
epayed unto the ſaid H.B. his executors or aſſignes,
e ſumm of, &c. on the, &c. at or in, &c. in lieu
f the ſaid, &c. ſo to be paid as aforeſaid by the ſaid
A.B. and C.D. that then, &c.

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A Condition that the Obligor ſhall pay, &c. within three moneths next after default of payment made by another.

THe Condition, &c. that whereas Sir F.C. of, &c. Knight by his obligation, bearing date the day of the date above written, is and ſtandeth bound unto the above named R.N. in the ſumm of, &c. for the true payment of, &c. on the, &c. next enſuing the date above written, at or in, &c, as by the ſame obligation may appear: and foraſmuch as the ſaid R.N. hath credited the ſaid F.C. for the ſaid ſumm of, &c. at the requeſt of the above bound A.M. and upon his the ſaid A.M.'s premiſe, and undertaking to pay unto the ſaid R.N. his executors, adminiſtrators or aſſigns, the ſaid ſumm of, &c. within three moneths next after the day of, &c. with conſideration for the forbearance thereof, after the rate of, 8 l. per cent. (in caſe the ſaid Sir F.C. his executors, adminiſtrators or aſſigns, do not pay the ſaid, &c. on the ſaid, &c. next coming) if therefore the ſaid F.C. his executors, adminiſtrators or aſſigns, do not well and truly pay or cauſe to be paid unto the ſaid R.N. his executors adminiſtrators or aſſigns, the ſaid ſumm of, &c. on the ſaid &c. next following, and at the place of payment aforeſaid, then if the ſaid A.M. his executors, adminiſtrators or aſſignes, do not well and truly pay or cauſe to be paid unto the ſaid R.N. his executors, adminiſtrators or aſſigns, the ſaid ſumm of, &c. on the ſaid, &c. then next enſuing, and at the place and payment aforeſaid, be the ſaid R.N. his executors, adminiſtrators or aſſigns, upon the payment or receipt thereof, delivering up unto the ſaid A.M. his executors, adminiſtrators or aſſigns the ſaid obligation where-

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the ſaid F.B. ſtandeth bound unto him, &c aforeſaid, that then, &c.

A Condition that if the Oligee do not receive the ſumm of, etc. of the, etc. according to a Letter of Atturney, then the Obligor to pay the ſaid ſumm on the, etc. next after.

THe condition, &c. that whereas the above bound T.P. hath by Deed or Letter of Atturney, bearing date the day of the date above written, authorized and appointed the above named G.M. to ask and receive, of and from the Commiſſioners appointed for the payment of moneys to ſouldiers, the full ſumm of 17.l. of, &c. as by the ſame Letter of Atturney may at large appear; if therefore the ſaid G.M. his executors, adminiſtrators or aſſignes, ſhall not receive the ſaid ſumm of 17.l. from the ſaid Commiſſioners, on or before the, &c. next enſuing the date within written; then if the ſaid T.P. his executors, adminiſtrators or aſſignes, do well and truly pay or cauſe to be paid unto the ſaid G.M. his executors, adminiſtrators or aſſignes, the ſaid ſumm of 17.l. &c. on the, &c. next enſuing the date above written, &c. without fraud or coven, that then, &c.

A Condition where a Letter of Atturney is recited, he to whom it is made, is bound not to proſecute any ſuit againſt the perſons in the Letter of Atturney mentioned, on or before, &c.

THe Condition, &c. that whereas the above named H.H. by his Deed or Letter of Atturney bearing date the day of the date above written, hath authorized the above bound T.K. to be his true and lawfull Atturney, to obtain, receive and

take, of and from the ſaid Sir I.W. Knight, and T.M. Eſquire, their heirs, executors, adminiſtrators or aſſignes, all that ſumm of 200.l. due by obligation, and a Judgment of 260.l. thereupon recovered in the Court of the Upper-Bench at *Weſtminſter*, in which obligation the ſaid T.M. T.S. and the ſaid I.S. ſtand bound to T.H. widow late deceaſed, in the ſumm of 200.l. as by the ſame deed or letter of Attorney, amongſt divers clauſes and things therein contained, may more at large appear: if therefore the ſaid T.K. his executors, adminiſtrators or aſſignes, or any of them, do not, or ſhall not, from henceforth, at any time or times hereafter, before the 12 day of *December* next enſuing the date above written, proſecute or ſue forth, or cauſe to be proſecuted or ſued forth, any Writ or Writs, or other proceſſe or proceedings whatſoever againſt the ſaid T.M. his executors, adminiſtrators or aſſignes, for, concerning, or by reaſon of the ſaid recited obligation or judgment, or either of them, nor do or aſſent unto any other act or acts, deviſe or deviſes whatſoever whereby or by reaſon whereof the ſaid T.M. his heirs, executors, adminiſtrators or aſſignes, or his or their lands, tenements, goods or chattels, may in any wiſe be prejudiced, troubled or vexed, except it be by and with the aſſent, conſent and agreement of the ſaid H.H. his executors, adminiſtrators or aſſignes in that behalf firſt had and obtained in writing under his hand and ſeal, that then, &c.

A Condition for payment of money within ten days after delivery of aſſurance of Land.

THe Condition, &c. that if the within bound T. his heirs, executors, adminiſtrators or aſſig-

ſigns or any of them, do pay or cauſe to be paid, unto the within named H E. the full ſum of 100.l. within ten days next after that he the ſaid H.E. or his heirs, ſhall make and deliver, or cauſe to be made and delivered unto the ſaid I.T. or his heirs, a good, perfect and lawfull aſſurance in the Law, in Fee-ſimple, of and in certain Lands, Tenements and Hereditaments, lying and being in D. or elſewhere in the County of S. ammounting in the whole to the yearly value of 40.l. according to the tenor and plain meaning of certain Articles indented, bearing date the day of the date of theſe preſents, made between the ſaid H.E. of th'one party, and the ſaid I. T. of th'other party, that then, &c.

A Condition to procure one to ſeal the Counterpart of an Indenture.

THe Condition, &c. that if I.I. ſon of the above bound R.I. do and ſhall, when he ſhall accompliſh the full age of twenty one years, upon requeſt to him made, ſign, ſeal and deliver, as his act and deed, unto the uſe of the within named G.C. and H.C. the Counterpart of one Indenture bearing date, &c. made between, &c. and the ſame Counterpart being ſo ſealed and ſigned as aforeſaid; ſhall deliver or cauſe to be delivered, unto the ſaid G.C. his, &c. ſafe, whole, uncancelled and undefaced, that then, &c.

A Condition to permit the Obligee to receive Rents and Tythes to his own uſe.

THe Condition, &c. that if the within named N. B. his executors, adminiſtrators or aſſigns, ſhall and pay at all times hereafter, and from time

to time, ask, collect, gather, perceive, receive, take, keep and enjoy to his and their own onely use and behoof, all and all manner of rents, issues, tythes, fruits, obligations, obventions, offerings, profits, commodities and advantages whatsoever they be, and of what quality, nature, kind or condition the same be, now belonging or appertaining, and now being due, or which hereafter shall belong, appertain, grow or become due, to W.A. Clerk, as person of the parish Church of, &c. out, of or belonging to the Parsonage of, &c. or any parcel thereof, of all and every person or persons whatsoever, for and during so long time as the said W.A. shall be, or of right ought to be parson of the parsonage aforesaid, and also all and singular arrerages of the premisses, without let, interruption or disturbance of the within holden, R. his executors, administrators or assigns, or of any other person or persons, claiming by, of or from the said R. or by his assent, means or procurement, and also, if neither the said R. at any time heretofore hath released, nor that he, his executors nor administrators, at any time hereafter shall release, acquit or discharge the said W.A. his executors or administrators, of or concerning any bond, covenant, authority, contract or agreement, heretofore had or made by the said W.A. to the said N. and R. touching or concerning the premisses, or any of them, nor do any act or acts, whereby or by reason whereof, the same obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, shall in any wise be made frustrate or void; and also if the said R. do permit and suffer the said N. to have, take and enjoy to his and their own use, the whole profit, benefit, advantage and commodity which shall or may arise or grow, for, upon or by reason of the said obligations, bonds, writings, co-

saits authority, contract or agreement or any of them, that then &c.

A Condition to assure the moity of such lands, as shall be recovered by Law.

THe Condition, &c. that whereas the within bound T.H. pretended title to certain lands, tenements and hereditaments, situate, lying and being in H.S.M.B. and A. or in any of them, in the County of G. which late were of the inheritance of L.H. deceased, and from him the said T.H. by I. B. and others unjustly withholden, for a recovery whereof the within named H.C. hath promised to do as much as in him shall lawfully lye and be, and to be and remain, for and on the behalf of the said T.H. &c. if therefore the said T.H. and his heirs, do within, &c, next after the obtaining and recovery of the said lands, tenements and hereditaments, or any parcel thereof, and he the said T. or his assigns, shall or may be in quiet possession thereof, and upon the request, and at the costs, and charges in the law of the said H.C. his heirs or assigns, make or cause to be made to the said H.C. his heirs or assigns, to the only use and behoof of the same H. his heirs and assigns, good, lawfull, and sufficient conveyance and assurance in the law in fee simple of and in the moity and one half of the said lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrerages of the same moity, and one half, of the premisses, in such manner and form, as by the Councel learned in the Law, of the said H.C. his heirs or assigns shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incumbrances whatsoever, had, made, committed

or done, or to be had, made, committed or done, by the ſaid T. or by any other, by his aſſent, means, intereſt, title or procurement, that then, &c.

A Condition to ſave one harmleſſe from all debts that may be duly demanded as executor of, etc. and alſo that one ſhall ſeal a Releaſe, when ſhe comes to the age of, etc.

THe Condition, &c. that if the above bound E. T. and W. T. their executors, adminiſtrators or aſſigns, or any of them, do and ſhall at any time hereafter, and from time to time, clearly acquit, exonerate and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſſe and indemnified, the above named I. E. his heirs, executors and adminiſtrators, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of and from all debts, duties, bills, bonds, ſpecialties and demands whatſoever, which at any time and times hereafter, ſhall or may be duly and lawfully demanded or recovered, of or from the ſaid I. B. his heirs, executors and adminiſtrators, by any perſon or perſons whatſoever, for or by reaſon of any reckoning, duty, ſpecialty, debt or demand whatſoever, due, owing or payable by the abovenamed R. T. deceaſed, to any perſon or perſons whatſoever, and alſo of and from all coſts, charges, ſutes, arreſts, judgements, executions and demands whatſoever, which ſhall or may happen, come, grow to be unto or againſt the ſaid I. B. his executors, adminiſtrators, or any of them, for, upon or by reaſon thereof; and alſo if A. T. daughter of the ſaid E. T. and ſuch perſon as ſhe ſhall intermarry withall, within one moneth next after ſhe the ſaid A. ſhall be lawfully married, or ſhall accompliſh her full age of twenty

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one years, which ſhall firſt or next happen, do and ſhall make, ſeal and deliver, as his, her or their act and deed, a good, ſufficient and lawfull acquittance, diſcharge and releaſe, under his, her or their hands and ſeals, unto the ſaid I.B. his executors and adminiſtrators, of, for or concerning all ſumm and ſumms of money, gifts, legacies, bequeaths and demands whatſoever, given and bequeathed unto the ſaid A. in and by the laſt Will and Teſtament of the ſaid R.T. the ſame releaſe to be made in ſuch manner and form as by the ſaid I.B. his executors or adminiſtrators, or his or their Councel ſhall be reaſonably deviſed or required, that then, &c.

A Condition for payment of all ſuch moneys as one late deceaſed did ow to any perſon or perſons whatſoever.

THe Condition, &c. that if the above bound B.R. his executors, adminiſtrators or aſſignes, do and ſhall from time to time, and at all times hereafter well and truly pay or cauſe to be paid unto all and every perſon and perſons whatſoever, all and every ſuch debts, duties, reckonings, ſumm and ſumms of money, and demands whatſoever, as ſhall be juſtly and truly due and owing unto them or any of them, by R.P. Eſquire deceaſed, ſo as the ſaid debts due by the ſaid R.P. and to be paid by the ſaid B R. do not extend to more than the ſumm of 742.l.of, &c. which the ſaid S.B. and F.P have the day of the date hereof paid and delivered to the ſaid B R. according to an Order of the eighth day of this inſtant *July*, made in the high Court of Chancery, and do and ſhall alſo from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſſe and indemnified the ſaid Sir B.B. and F.B. and either of,

them, their and either of their heirs, executors and administrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, against all and every person and persons whatsoever, of, for, touching and concerning all, every or any the debts, duties and demands whatsoever, due or payable by the said R.P. to any person or persons aforesaid, without fraud or coven, that, &c.

A Condition from a Goaler to an under Sheriff for saving harmless.

THE Condition, &c. that if the above bound A. B. Deputy Goaler, to T.T. servant to, &c do from time to time receive and take into his ward and custody, within the Gaol at the Castle of *Lancaster*, in the County of *Lancaster* aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the said Gaol, or committed to the ward and custody of the said Gaoler, by the said Sheriff or his Deputy, or by any Justice or Justices of Peace, or by any other having lawfull authority to commit persons or prisoners to the said Gaol, and the same persons or prisoners so committed as aforesaid, do well and truly, duly and sufficiently by his own proper person, or by his sufficient Deputy or Deputies, so keep, that the said Sheriff, his heirs and executors, and all the lands, tenements, goods and chattels of the said Sheriff, be saved harmlesse from all losses, penalties, amerciaments and dammages whatsoever, as well against the Common-wealth of *England*, as also against all other person and persons, of, for and concerning the custody and keeping of the said Gaol and prisoners within the said Castle of *Lancaster*, or elsewhere in the

said

ſaid County of, &c. and likewiſe do diſcharge, ſave and keep harmleſſe the ſaid Sheriff, his heirs and executors, and all thoſe his lands, tenements, goods and chattels, from time to time, and at all times hereafter, of and from all and every eſcape and eſcapes, as well of convict perſons, reprieves and felons, and of all other perſons now committed, for any contempt, condemnations, treſpaſſes, or miſdemeanors, which may happen, or chance hereafter to be committed to the ſaid Gaol, for any the cauſes aforeſaid, during the time the ſaid A. B. ſhall be Deputy Gaoler to the ſaid T. T. and the ſaid T. T. continue Sheriff, and likewiſe that if the ſaid A. B. or any other by his conſent, privity or appointment, in any wiſe let to bail or mainprize, any priſoner or priſoners to him committed as aforeſaid, not bailable by the Laws of the Realm, without the ſpecial commandment or appointment of the ſaid Sheriff; and if the ſaid A. B. or his ſufficient Deputy, be ready to give his attendance upon the ſaid Sheriff and his Deputy, at all times neceſſary and convenient, and all and every lawfull thing and things, that he ſhall be required to do by the ſaid Sheriff or his Deputy touching or concerning the, &c. affairs and buſineſſe wherewith the ſaid Sheriff is or ſhall be charged or employed, in or about the keeping of the ſaid Gaol or Priſon, that then, &c.

A Condition for the peaceable and quiet receiving of Rent reſerved in a Demiſe.

THe Condion, &c. that whereas the within named T. B. and K. B. by their deed indented, dated the, &c. have demiſed, granted, ſet and to farm let, unto, &c. one meſſuage or tenement, &c. with all, &c. in the County of, &c. for the term

of

of, &c. from thence next ensuing, and fully to be compleat and ended, for the yearly rent or summ of, &c. of lawfull money of *England*, payable as by the same deed indented, amongst divers other covenants, grants, articles and agreements therein conteined, more plainly appear; if therefore the within named B.K. his executors, administrators and assignes, shall and may peaceably and quietly have, receive, perceive, take, hold and enjoy the said yearly rent or summ of, &c. and other the premisses before in these presents recited, to his and their own onely use and behoof, during the natural life of the said K. without any lawfull let, suit, trouble, denial, eviction or disturbance of the said K. or of any other person or persons, by her means, assent, consent, right or procurement, that then, &c.

A *Release of Recognizance assigned to one.*

TO all Christian people, &c. P.U. of *London* Merchant, stranger, sendeth greeting in our Lord God everlasting, that whereas the right Honorable W. Earl of *Derby*, Lord *Stanley*, Lord of *Man* and the Isles, *T. Ireland* of *Grays* Inn in the County of *Middlesex* Esqu; H.C. of *Knowsley* in the County of *Lancaster* Gent. and H. *Adys* of *Button* in the County of *Dorset* Gent. by their writing of recognizance or statute-staple, bearing date the sixth day of *July*, &c. taken and acknowledged before Sir I.P. Knight, Lord chief Justice of *England*, stand bound to *Peter H.* Citizen and Alderman of *London* in 3200 l. of, &c. payable, as in and by the same writing of recognizance or statute more at large doth appear; and whereas the said *Peter H.* by his sufficient deed of assignment in writing, bearing date the five and twentieth day of, &c. in the, &c. did

for

divers and certain conſiderations him thereunto especially moving, grant, aſſign and ſet over unto me the ſaid *P. Vanloor*, as well the ſaid recognizance or ſtatute, and the ſaid debt of 3200 l. and all his ſaid right, title and intereſt, which he the ſaid *Peter Houghton* then had or ought to have, had in and to the ſame, To have, and to hold the ſaid recognizance or ſtatute and the ſaid debt of 3200 l. aforeſaid, and all his ſaid right, title and intereſt in and to the ſame, unto me the ſaid P.V. my executors and aſſigns, as our own proper goods and chattels for ever, as by the ſaid aſſignment amongſt other covenants and clauſes therein contained more fully and at large it doth and may appear. Now know ye that I the ſaid P.V. for divers good cauſes and conſiderations me hereunto eſpecially moving, have remiſed, releaſed and quit-claimed, and by theſe preſents for me, my executors, adminiſtrators and aſſigns, and every of us, do remiſe, releaſe, and for ever quit-claim unto the ſaid *Henry Adys*, his heirs, executors, adminiſtrators and aſſigns, and every of them, the recognizance or ſtatute aforeſaid, and the penalty and forfeiture thereof, and alſo all and all manner of actions, arreſts, extents, judgements, executions, condemnations, Liberates, ſeiſures, debts and demands whatſoever, which I the ſaid P.V. or the ſaid P.H. or either of us now have, ſhall, may, might or ought to have againſt the ſaid H. *Adys*, his heirs, executors, adminiſtrators and aſſigns, or any of them or his, their or any of their lands, tenements, goods, or chattels, for or by reaſon of the ſaid recognizance or ſtature, or of the penalty or forfeiture thereof in any wiſe, ſo that neither I the ſaid P.V. nor the ſaid P.H. our executors, adminiſtrators or aſſigns nor any of us, any action, arreſt, extent, judgement, execution, condemnation, Liberate, ſeizure, debt or

demand,

demand, upon the said recognizance or statute, [illegible] or may from henceforth commence, prosecute or pursue against the said H. Ad*ys*, his heirs, executors administrators or assigns, or any of their lands, tenements, goods or chattels, but shall be thereof utterly debarred and excluded for ever by these presents. In witness, &c.

A *Letter of* Attorney *to take possession, and to deliver a Lease upon the ground.*

BE it known unto all men by these presents, that I. W.D. of, &c. have made, ordained, constituted and authorized, and in my place and stead by these presents have put my well beloved friend I.D. of, &c. my true sufficient and lawfull Attorney, for me and in my name, and to the use and behoof of me the said W.D. my heirs and assigns, to enter into all that Manor of, &c. with all and singular the appurtenances, situate and being in K. in the County of S. and now or late in the tenure or occupation of I.A. or of his assigns, and peaceably and quietly possession and seizen thereof, for me and in my name to take, and as my deed deliver unto one E.B. upon the premisses or some part thereof, one Indenture bearing date with these presents, made by me the said W.D. to the said E.B. mentioning a demise of the premisses, from term of, &c. from the Feast of, &c. last past, then next ensuing, and fully to be compleat and ended, under the yearly rent of, &c. unto which said Indenture I have subscribed my name with my own hand, and sealed with my seal, and delivered the same as an Escrowe unto the said I.D. to be delivered as my deed upon the premisses or some part thereof, after an entry made by him the said I.D. into the premisses or some part

of thereof, in the name of the whole; and all and every other thing requisite and necessary to be done, in or concerning the premisses, for me and in my name, to do as fully and effectually, and in as large and ample manner and form to all intents and purposes, as I my self might or ought to do, if I were then and there personally present. And I shall and will ratifie, allow and confirm all, and whatsoever my said Attorney shall do or cause to be done, in or about the premisses, by these presents. In witnesse, &c.

A Letter of Attorney to take possession of the Lands, and the same Lands to demise, survey or sell, and to receive, &c.

TO all, &c. R.E. of, &c. G.M. of, &c. and H.L. of, &c. send greeting. Know ye, that we the said R.E. G.M. and H.L. for divers good causes and considerations us in that behalf moving, have made, ordained, constituted, and in our stead and place by these presents have put and authorized our servants R.N. and H.B. Gent. and either of them, our true sufficient and lawfull Attorneys, for us and in our names, and to the use and behoof of us the said R. &c. to enter into all those the Mannor of, &c. with their rights, members and appurtenances in the County of, &c. and into the advowsons of or belonging to the same, or any of them, and into every part and parcel thereof, and the said Mannors, and every or any of them, for us and in our names to survey, and we do by these presents give full power and authority to the said R N. and H.B. and either of them, to be our steward or stewards of the said Mannors, and every of them, and to keep such Court and Courts of Survey, and other Court-leets

and

and law-daies, of and upon the ſame Manoors
any of them, as to our ſaid Attorney or either
them, or ſuch other as they or either of them
appoint, ſhall be thought fitting, and the ſame
nors and every or any of them, for us, and in
name, to bargain, ſell, leaſe or grant to ſuch
and perſons, and for ſuch eſtate for life, inheri
or otherwiſe, and for ſuch ſum and ſums of
as to our ſaid Attorneys and either of them, ſha
thought fit and requiſite, to the uttermoſt and
commodity and profit of us the ſaid R.E.G.M.
H.L. and the deed and deeds of the ſame gran
eſtates, ſo to be made for us and in our names,
ſeale, and as our deeds to deliver unto the par
to whom the ſame ſhall be ſo made, or to any
ther to their uſe or uſes, and the Counterpar ts of
ſame, for us and in our name, to accept and rece
and alſo all ſuch fines, and other ſumm and
of money, as ſhall grow due for the ſame, for us
in our names, and to the uſe of us the ſaid R.E.G.
M. and H.L. to accept, receive and take,
upon the receipt thereof, any acquittances or
charges for us and in our names, to make, ſeal
deliver, and alſo for us and in our names, and to
uſe of us the ſaid R.E.G.M. and H.L. to colle
gather, receive and take all ſuch rents, duties,
ots, arrerages of rents, and profits of Courts,
already or ſhall be due or payable, for, out, of or co
cerning the premiſſes or any of them, giving
granting unto our ſaid Attorneys and to either
them, our full power or lawfull authority in, to
ing and concerning the premiſſes, to do exec
proceed and finiſh in all things, in as large and
ple manner and form, as we the ſaid R.E.G.M.
and H.L. or any of us, might or ought to do, if
or any of us were then preſent, and ratifying

allowing whatsoever our said Attorneys or either of them shall do in the premisses, or any of them, according to the intent of these presents. In witnesse, &c.

A Letter of Attorney of a Bond, for performance of Covenants of an Indenture of Lease.

TO all, &c. I I.K. of, send greeting. Whereas L.B. of, &c. M.A. of, &c. by their obligation bearing date the, &c. are and stand bound unto me the said I.K. in the summ of, &c. with condition thereupon endorsed, for the true performance of the covenants, rents and payments, mentioned and conteined in and by one pair of Indentures of Lease, bearing date the day of the date of the said obligation, made between the said I.K. of the one part, and the said L.B. of the other part, as by the same obligation and condition may appear. Now know ye, that I the said I.K. for divers good causes and considerations, me hereunto especially moving, have given, granted, assigned and set over, and by these presents do give, grant, assign and set over unto I.C. &c. his executors, administrators and assignes, as well the said recited obligation and summs of money therein conteined, as all my right, action and demand in and to the same, giving and by these presents granting unto the said I.C. his executors, administrators and assignes, full power and authority from time to time, and at all and every time and times hereafter, from and after breach made, and non-performance of the covenants, grants, articles, payments or agreements, which on the part and behalf of the said L.B. are or ought to be observed, performed, fulfilled, paid and kept, mentioned and conteined in and by the said Indenture of Lease,

for me and in my name, nevertheleſſe to the only use and behoof of the ſaid I.C. his executors, administrators and aſſignes, to ſue, arreſt, implead and imprison, and at his and their will and pleaſure, out of prison again to deliver and releaſe the ſaid I.B. and M.A. and either of them, their and either of their executors, adminiſtrators and aſſignes, for the breach or non-performance of any the covenants, and all and every ſumm and ſumms of money recovered upon or by reaſon of the ſaid recited obligation, to detain and keep to the onely proper uſe and behoof of the ſaid I.C. his executors, adminiſtrators and aſſignes, without any accompt therefore to be rendred, or for any part thereof; and I, &c. ſhall and will ratifie, allow and maintain all and whatſoever the ſaid I.C. his executors or aſſignes ſhall do or cauſe to be done in or about the premiſſes; and I the ſaid I.K. for me, my executors and adminiſtrators, do covenant, promiſe and grant to and with the ſaid I.C. his executors, adminiſtrators or aſſignes by theſe preſents, that neither I the ſaid I.K. my executors or adminiſtrators, have releaſed the ſaid obligation, or any ſumm of money therein conteined, nor ſhall or will acquit, releaſe or otherwiſe diſcharge the ſame, or any the Obligors therein mentioned, their executors adminiſtrators, or either of them, without the ſpecial licenſe, conſent and agreement of the ſaid I.C. his executors or aſſignes, in that behalf firſt had and obtained. In witneſſe, &c.

A Letter of Attorney to receive Rent when it ſhall grow due.

BE it known unto all men by theſe preſents, that I I.B. of, &c. for divers good cauſes and

conſiderations me moving, have made, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint R.R. of, &c. my true, ſufficient and lawfull Attorney and Aſſignee, for me and in my name, nevertheleſſe to the onely uſe and behoof of the ſaid R.R. to demand, collect and receive of W.R. A.H. and I.D. all that ſumm of, &c. and of W.T. all that ſumm of, &c. which ſaid ſumm of, &c. will be due and payable unto me the ſaid T.B. for one half years rent at, &c. next enſuing the date of theſe preſents, for lands by them holden of me, lying and being in M. aforeſaid, giving, and by theſe preſents granting unto my ſaid Attorney, full power and authority, for me and in my name, to take and receive the ſaid ſumms of, &c. due to me as aforeſaid; and the ſame ſo had and received, to detain and keep to his own proper uſe without any accompt therefore to be rendred unto me the ſaid T.B. my heirs or aſſignes; and alſo upon the receipt thereof, to deliver unto them an acquittance in my name, teſtifying the receipt thereof; and I ſhall and will ratifie, allow and confirm all, and whatſoever my ſaid Attorney ſhall do or cauſe to be done, in or about the premiſſes, by theſe preſents. In witneſſe whereof, &c.

A Letter of Attorney to take poſſeſſion of a meſſuage, &c. from the Sheriff, taken upon an Extent.

TO all, &c. I Sir T.B. of, &c. ſend greeting. Know ye that I the ſaid T.B. have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and appoint T.W. and H.D. of, &c. or either of them, my true and lawfull Attorneys or Attorney, joyntly or ſeverally for me and in my name,

to take and receive of the now Sheriff of the County of Y. peaceable and quiet poſſeſſion as well of and in one capital meſſuage, &c. as of and in, &c. all and ſingular which ſaid lands and premiſſes were lately belonging unto L.B. Gent. and which the ſaid now Sheriff hath extended by virtue of a Writ of Extent, to him directed upon a ſtatute of 200.l. acknowledged and entred into by the ſaid L.B. unto me the ſaid T. B. giving, and by theſe preſents granting unto my ſaid Atturneys, or either of them, full power and authority, for me and in my name, to do, execute, accompliſh and finiſh all and whatſoever ſhall be needfull and neceſſary to be done, in or about the preſents by theſe preſents. And I ſhall and will ratifie, allow and confirm all and whatſoever my ſaid Atturneys, or either of them ſhall do or cauſe to be done, in or about the premiſſes, by theſe preſents, as if I my ſelf were then and there perſonally preſent. In witneſſe, &c.

A Letter of Atturney to receive a Legacy, and the ſame to pay in diſcharge of a Bond.

TO all, &c. I R.F. of, &c. ſend greeting. Whereas R.B. and R.M. of, &c. together with me, &c. by one obligation, &c. (general words of the recital of the Bond) now know ye, that I the ſaid R.B. for the indemnity and ſaving harmleſſe of the ſaid R.B. and R.M. and either of them, their and either of their executors, adminiſtrators and aſſignes, of and from the payment of the ſaid ſumm of, &c. unto the ſaid T.G. his executors, adminiſtrarors and aſſignes, on the ſaid, &c. next coming, and at the place of payment aforeſaid, have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and

and appoint, the said W.M. his executors, administrators and assigns, my true and lawfull Attorney, for me, and in the name or names of me the said R.B. my executors, administrators and assigns, to demand, ask, leavy, recover, and receive of M.B. of, &c. I. T. of, &c. and G.I. of, &c. or any of them, their or any of their executors, administrators or assigns, the full summ of, &c. parcel of such sum of money as is or shall be due and payable unto me, as a legacy given unto me, in and by the last Will and Testament of W.B. my father late of, &c. Esquire deceased, and upon the receipt of the said summ of, &c. to give and to deliver unto them the said, &c. or some or one of them, their executors or assigns, one acquittance bearing date the day of the date thereof, made, sealed and delivered by me to their use, testifying the receipt thereof, and the said summ of, &c. had and received, as aforesaid, thereout to satisfie and pay unto the said T.C. his executors, administrators and assigns, the said summ of, &c. on the said, &c. in discharge of the said recited obligation, and the remainder of the same to detain and keep to the onely use and behoof of me the said R.B. my executors, administrators and assigns, and thereof be accommptable, giving and by these presents granting unto the said R.M. his executors, administrators and assigns, full power and lawfull authority, for me and in my name, stead and place to do or cause to be done, all and every such act and acts, thing and things, as he or they shall think meet or requisite to be done concerning the premisses, by these presents, as if I my self where then and there personally present. And I shall and will ratifie, allow and maintain all and whatsoever the said R.M. his executors or assigns shall lawfully do or cause to be done in or

about the premiſſes, by theſe preſents. In witneſſe, &c.

A Letter of Attorney to make Leaſes of Lands, and to make ſale of Woods and Goods, and to make a Grant of a Stewardſhip during pleaſure, &c.

TO all, &c. E.M. of, &c. and wife of me the ſaid E. daughter and heir of, &c. and ſole executrix of the laſt Will and Teſtament of T.S. Eſquire, deceaſed, ſend greeting in our Lord God everlaſting. Know ye, that we the ſaid E. and M. for divers good and reaſonable cauſes and conſiderations us eſpecially moving, have given and granted, and by theſe preſents do give and grant unto our very truſty and wel-beloved friend I.T. of, &c. the office of the Stewardſhip of all thoſe our mannors, Lordſhips, lands, tenements and hereditaments, within the Counties of, &c. late the lands and tenements of the ſaid T S. and him the ſaid I.T. ſteward of the ſaid mannors, lands and tenements, do by theſe preſents nominate, appoint, make, create and conſtitute, to have, exerciſe, uſe and hold the ſaid office, with the appurtenances unto the ſaid I.T. for and during our will and pleaſure; and we do by theſe preſents further give and grant unto the ſaid I.T. full power, liberty, licenſe and authority, for us and in our names, not onely to demiſe, grant, let and ſet out by Copy or Court-Roll, according to the cuſtomes of the ſaid mannors reſpectively, to ſuch perſon or perſons, in fee ſimple, fee-tail or term of life, lives or years, and for ſuch fines, rents and ſervices, as to the ſaid I.T. ſhall be thought meet and convenient, all ſuch copyhold and cuſtomary lands of the ſaid mannors, or any part or parcel thereof, which now are demiſable or grantable

grantable, or lawfully may be demiſed, granted or let out, within the ſaid manners, or any of them, but alſo to do, perform, execute, uſe and accompliſh all and every other act, things, demiſe or matter, which any ſteward or ſtewards of the premiſſes, or any of them, at any time heretofore might or could do, or which we may or can in any wiſe licence or authorize the ſaid I D. or give commiſſion or power unto him, to do, execute, perform or undergo. And furthermore we the ſaid E. and M. for divers good conſiderations, and upon mature advice and deliberation, have given and granted, and by theſe preſents do give and grant unto the ſaid I. T. and our truſty ſervants, I E. and C.B. or to two of them, whereof the ſaid I.T. to be one, full power, liberty, licence and authority, for us and in our names by writing indented or otherwiſe, to demiſe, grant, let and ſet out, for life, lives or years, all and ſingular the ſaid lands tenements and hereditaments, or any part and parcell thereof, to ſuch perſon or perſons, and for ſuch ſumm and ſummes of money, and for ſuch rents and ſervices, and with and under ſuch covenants, conditions, limitations, articles and agreements, in ſuch manner, order, form and ſort, as to the diſcretion of them the ſaid I.T.I.E and C.B. or of two of them, whereof the ſaid I T. to be one, ſhall ſeem meet and convenient, and alſo to grant, bargain and ſell the woods, trees and underwoods of the premiſſes, and every or any part and parcell thereof, and to grant, bargain and ſell all ſuch goods chattles and ſubſtance, which we or either of us have, or ought by any means or title to have within the ſaid Counties, to ſuch perſon or perſons, and for ſuch ſumm and ſummes of money, and in ſuch manner and form as to the ſaid I.T.I.E. and C.B. or two of them,

whereof the ſaid I.T. to be one ſhall be thought good and reaſonable. And moreover we the ſaid E. and M. have named, appointed, ordained and conſtituted the ſaid I.T. &c. or two of them, whereof the ſaid I.T. to be one, our true and lawfull Attorneys, to ask, demand, recover, leavy, receive and gather in our names and to our uſe, not only all ſuch rents, and arrerrages of rents, debts, duties and ſervices, that by any means, degree or ſort, are due and payable unto us, or either of us, or that we ought or ſhould have of any perſon or perſons within the ſaid Counties, and in our names, or in the name of either of us, as the caſe ſhall require, to ſue, arreſt and implead ſuch of the ſaid perſons as will not make payment of the ſaid rents, ſervices, debts, and duties, and of every of them, and to ſue execution upon any condemnation in that behalf, and alſo in our and either of our names, to make, ſeal and deliver releaſes, acquittances, or other diſcharges, of or for the ſaid rents, debts, duties, and ſervices, in every or any of them, to any perſon or perſons, in ſuch manner, ſort and form as to the ſaid I.T. &c. or to two of them whereof &c. ſhall be thought meet and convenient, and whatſoever the ſaid I.T. ſhall do in, for or touching the demiſing, granting or ſetting out of the ſaid coppyhold or cuſtomary lands, or as ſteward of the premiſſes as aforeſaid, and whatſoever the ſaid I.T. &c. or any two of them, whereof &c. to be one, ſhall do, uſe or cauſe to be done, in, for or touching any other thing or matter before mentioned, we do by theſe preſents grant and promiſe, for us, our heirs, executors and adminiſtrators to eſtabliſh, ratifie, confirm, ſtand to, allow and avow, as fully and as perfectly, to all intents, conſtructions and purpoſes as thought the ſame were done by us our

our ſelves actually in our proper perſons. In witneſſe, &c.

A *Warrant for an Attorney to confeſs a Judgment in caſe ſatisfaction be not made by a certain day.*

MAfter *Barnet*, Whereas I E.F. Eſquire, together with C.D. &c. am and ſtand bound by obligation in the ſumm and penalty of, &c. condicioned for payment of, &c. at a certain day long ſince paſt, if in caſe I the ſaid E.F. my, &c. do not well and truly ſatisfie and pay, or cauſe to be paid unto the ſaid G.B. his, &c. all ſuch ſumm or ſumms of money, as ſhall be due to him upon the ſaid laſt recited obligation, on or before the, &c. next enſuing the date hereof, then I the ſaid E.F. do hereby give warrant and authority, unto you the ſaid R.B. or any other of the Atturneys of the Court of the Upper-Bench at *Weſtminſter*, to appear for me in the ſaid Court of the Upper-Bench at *Weſtminſter*, unto action or ſute there to be brought or commenced againſt me the ſaid E.F. by the ſaid G.B. his, &c. upon the ſaid obligation, and to acknowledg and confeſſe a Judgment upon the ſaid obligation, in *Michaelmas* term next enſuing the date hereof; and this ſhall be your ſufficient Warrant for the ſame. In witneſſe, &c.

To T.S. and R.B. Atturneys in the Court of the Upper-Bench at Weſtminſter, joyntly and ſeverally, and to any other Atturney of the ſaid Court.

WHereas I A.B. of, &c. do ſtand bounden by obligation, bearing date the day of the date hereof, unto C.D. &c. in the ſumm of, &c. conditioned for the payment of, &c. on the, &c. next enſuing, &c. as by the ſame, &c. Now I do hereby authorize the ſaid Atturneys, or either of them, to appear for me, and to accept and take a declaration on the ſaid obligation; and to plead *non ſum informatus* to the ſame. And I do agree, that if the ſaid, &c. be not paid according to the tenor of the condition of the ſaid, &c. then judgment is to be entred, then as now for the ſaid, &c. and I do alſo hereby releaſe unto the ſaid C.D. all errour and errours touching the ſaid judgment and proceedings thereupon to be had. And I will not releaſe or revoke the authority and power hereby given to my ſaid Atturney. In witneſſe, &c.

A Releaſe of an Extent by an Adminiſtratrix.

REceived by me *Grace H.* widow, adminiſtratrix as well of the goods and chattels of *Willian Bithe*, Gent. as of E.T. Spinſter deceaſed, the ſumm of, &c. of, &c. being the conſideration money which the ſaid H.H. payeth to me for the vacating and diſcharging of an Extent upon a ſtature of, &c. heretofore acknowledged and entred into by I.D. Gent. unto the ſaid W.S. and alſo for the buying in and compounding of the ſaid Extents, by virtue or colour of the ſaid ſtatute, and alſo for all my in-

tereſt

reſt and demand in the ſame ſtatute and extent, of which ſaid ſumm of, &c. I do hereby acknowledg the receipt, and by theſe preſents do for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid I D. the ſaid ſtatute and extent, and all manner of proceſſe or proceeding whatſoever occaſioned by reaſon of the ſaid extent. In witneſſe, &c.

A Releaſe of a Bond, it being loſt.

TO all Chriſtian people, &c. I M. *Langton* of &c. ſend greeting, &c. Whereas R. L. S. L. and T. W. by their obligation, bearing date (recite the bond) as by the ſame obligation appeareth; and foraſmuch as the ſaid ſumm of, &c. together with all ſuch ſumm and ſumms of money as are due for the intereſt and forbearance, are and is well and truly ſatisfied and paid unto me the ſaid M. L. in full diſcharge of the ſaid recited obligation; which ſaid obligation is loſt and cannot be yet found: Now know all men by theſe preſents, that I the ſaid M. L. have remiſed, releaſed, and quit-claimed, and do hereby for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid R. L. S. L. and T. W. and every of them, their and every of their executors, adminiſtrators and aſſignes, and every of them, as well the recited obligation, and all ſuch ſumms of money as are therein mentioned, to be due and payable unto me the ſaid M. L. my executors, adminiſtrators or aſſignes, as alſo all and all manner of actions and ſutes, cauſe and cauſes of actions and ſutes, accompts, debts, reckonings, ſumm and ſumms of money, judgments, executions and demands whatſoever, which I the ſaid M. L,

L. ever had, now have, or that I, my executors, admi-
niſtrators or aſſignes, or any of us in time to come
can or may have, to, for or againſt the ſaid R.L. S.I.
and T.W. or any of them, their or any of their exe-
cutors, adminiſtrators or aſſignes, for or by reaſon o
the ſaid recited obligation, or any other matter, cau
or thing whatſoever, concerning the premiſſes, fro
the beginning of the world untill the day of the da
hereof. And I the ſaid M.L. do for me, my execu-
tors, adminiſtrators and aſſignes, covenant, promi
and agree, to and with the ſaid R.L. S.I. and T.W
and every of them ſeverally, their and every of the
ſeveral, &c. and to and with every of them by the
preſents, that if I the ſaid M.L. my executors or a
ſignes, or any of us, at any time or times hereafter
do finde, or can have or obtain the ſaid recited obli
gation, being loſt as aforeſaid, then I the ſaid M.L
my executors, adminiſtrators or aſſignes, or ſome o
us, ſhall and will within two moneths next after th
ſaid obligation ſhall be found as aforeſaid, deliver a
reſtore, or cauſe to be delivered and reſtored the ſai
obligation unto the hands of them the ſaid R.L. S.I
and T.W. or ſome or one of them, their, &c. o
ſome of them. In witneſſe, &c.

*A Releaſe of all Legacies and demands given
and bequeathed by ones laſt Will
and Teſtament.*

KNow all men by theſe preſents, that I E.T. o
&c. widdow, have remiſed, releaſed and quit
claimed, and by theſe preſents do for me, my exec
tors and adminiſtrators remiſe, releaſe, and for ev
quit-claim unto I. B. Gent. and H.H. Citizen, &
executors, &c. and either of them, their executo
adminiſtrators, aſſignes, of and from all legacies, gi
be

neſts, ſumm and ſumms of money and demands whatſoever, bequeathed and given unto me the ſaid I.T. in and by the laſt Will and Teſtament of I.T. &c. deceaſed, and of and from all manner of actions and ſutes, cauſe and cauſes of actions and ſutes, ſumm and ſumms of money, debts, duties, reckonings, accompts and demands whatſoever, which I the ſaid I.T. ever had, now have, or that I, my executors or adminiſtrators, can or may at any time or times hereafter, have, challenge or demand againſt the ſaid I.B. and H.H. or either of them, their or either of their executors, adminiſtrators or aſſignes, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the world untill the day of the date hereof. In witneſſe, &c.

To I.K. of, &c. one of the Attorneys, &c.

I A.B. do hereby deſire you, and do give you full power, licenſe and authority to appear for me, and for me, &c. in the ſaid Court, as of this laſt M. term in an action of debt, for, &c. at the ſute of, &c. upon a obligation conditioned for the payment of, &c. to which ſaid obligation I ſtand bound as principal. And this ſhall be your ſufficient warrant in that behalf. In witneſſe, &c.

A Warrant to acknowledg ſatisfaction.

WHereas there is one judgment depending in the Court of Common-pleas at *Weſtminſter*, of *Trinity* term in the, &c. againſt I.F. of, &c. for 500. l. debt, beſides the coſts of ſute for Sir H. Knight, as by the Records of the ſaid Court more at large may appear. Theſe are therefore to authorize and give full power to you and either of you

you, to acknowledg ſatisfaction upon the ſaid judgment, and for your ſo doing this ſhall be your ſufficient warrant irrevocable. Witneſſe, &c.

To R.P. and R.S or any other Atturney of the Court of Common-Pleas at *Weſtminſter*.

A Condition for the truth of a Merchants Apprentice, and that he ſhall give juſt accompts or demands, and pay what he ſhall fall ſhort in.

THe Condition, &c. that whereas the within named H.S. at the inſtance and requeſt of the within bound Sir S. A. hath accepted and taken T. A. ſon of the ſaid S. A. to be the Apprentice of him the ſaid H. S. for the term of, &c. to be commencing from the day of the date within written, as in and by the ſaid Indenture, &c. If therefore the ſaid T.A. his executors and adminiſtrators, do from time to time hereafter, upon every reaſonable requeſt in that behalf to him or them to be made by the ſaid H.S. his executors, adminiſtrators, ſervants, factors or aſſignes, or any of them, yield, make or deliver up juſt and true account and accompts, and duly diſcharge him and themſelves unto the ſaid H. S. his executors, adminiſtrators or aſſignes, of, for, from and concerning all, &c. ſuch wares, goods, moneys, merchandizes, ſpecialties, bills of debt, and other things, which ſhall be committed, or come to the hands, charge, poſſeſſion or diſpoſition of the ſaid T.A. by reaſon or means of his ſaid ſervice, either in the parts beyond the ſeas, or on this ſide; And in caſe it ſhall happen or fortune that he the ſaid T.A. at any time or times during the ſaid term, to imbeazle, ſted,

beal, purloin, miſ-ſpend, or unlawfully to detain, conſume or make away any of the moneyes, wares, goods, merchandizes, commodities, ſpecialties, bills of debt, and other things which do, or ſhall belong or appertain to the ſaid H.S. or any his partner or partners, his or their or any of their executors or adminiſtrators, or to any other perſon or perſons, wherewith he or they, or any of them, are or ſhall be in any wiſe charged or chargable; if then and ſo often the ſaid Sir S.H. his heirs, executors, adminiſtrators or aſſigns, or any of them, from time to time hereafter, always within two moneths next after notice and knowledge in that behalf, in writing to him, them or any of them, to be made or given, by the ſaid H.S. his executors, adminiſtrators or aſſigns, do well and truly make or cauſe to be made unto the ſaid H.S. his executors, adminiſtrators or aſſigns at or in, &c. ſufficient recompence and ſatisfaction, in good and lawfull, &c. for all ſuch goods, wares, monies, merchandizes, ſpecialties, bills of debt, and other things, which upon any accompt or otherwiſe ſhall truly appear to be found to have been by the ſaid T.A. ſo imbeazled, ſtoln, purloined, miſ-ſpent, or unlawfully conſumed, detained or loſt, as aforeſaid: and further if the ſaid T.A. do not at any time or times hereafter, during the ſaid term, unlawfully depart or abſent himſelf out, of or from the ſervice of the ſaid H.S his Maſter without his licence or conſent in that behalf firſt had and obtained, nor do at any time or times hereafter, merchandize or trade for himſelf, or undertake to do any buſineſs or buſineſſes, in the trade of merchandizing, for any perſon or perſons, nor accept or pay any bill or bills of, or give bill or credit for any perſon or perſons, unleſs it be by & with the like conſent or licence of the ſaid H S. his executors, or

miniſtrators, in that behalf firſt had and obtained in writing, that then, &c.

A Leaſe of a Warren of Conies.

THis Indenture made, &c. between A.B. of, &c. of th' one party, and C.D. of, &c. of th' other party, witneſſeth, that the ſaid A.B. for, &c. hath demiſed, granted and to farm-letten, and by theſe preſents doth, &c. unto the ſaid C.D his, &c. all that his ground and game of Conies, being, &c. in the C. of K. and all the Conies in the ſaid ground being, with the increaſe, gains, profit and advantage, from time to time, ariſing, coming, growing and renewing of the ſaid Conies in the ſaid ground being, and to the ſame ground belonging, there to hunt, hey, ferret and pitch nets, or otherwiſe to uſe for the moſt benefit and advantage of the ſaid A.B. and his aſſignes, that he can and may deviſe, in as large, ample and beneficial manner and form as the ſaid A.B. or any other perſon and perſons heretofore, have, had, held uſed, occupied or enjoyed the ſame, To have and to hold the ſaid ground and game of Conies, in the ſame being, and to the ſame belonging, with all the gains, profits and advantages to the ſame belonging, and renewing as aforeſaid, unto the ſaid C.D. his executors and aſſignes, from the, &c. yielding, &c. A covenant on the tenants part to do reparations on the Warren-houſe, and on the fences, ditches, hedges and mounds. And at the end, &c. to leave the Berry and Cony-clappers ſufficiently covered with thorn, and alſo the ſame ground and Berry of Conies ſufficiently repleniſhed and ſtored with Conies. Covenants for enjoying, &c.

A Licence to hawk, hunt, and fish.

TO all Christian people, &c. I Dame O. S. &c. send greeting. Know ye, that I the said O. Lady S. for divers good causes and considerations me hereunto specially moving, have given and granted, and by these presents do give and grant unto Sir T.L. of, &c. Knight, and his assignes, full, free and absolute power, liberty, licence and authority, to hawk, hunt, fish and fowl, from time to time, and at all times hereafter, at the will and pleasure of him the said Sir T.L. and his assignes, for and during the natural life of me the said O. Lady S. in, upon and within the Mannor or Lordship of M. *Super* S. in the said County, and in and upon all the lands and grounds thereof, and within the bounds and precincts, limits and circuits of the same, in as full, free, ample and beneficial manner and form, as I my self might or could do, in all and every respect or degree whatsoever or howsoever, and without any manner of let, denial or contradiction or interruption of me the said O. Lady S. or of any other person or persons whatsoever, in, by or through my act, means, consent, privity or procurement. And I the said O. Lady S. do covenant, promise, grant, and agree, to and with the said Sir T.L. and his assignes by these presents, that it shall and may be lawfull, to and for the said Sir T.L. and his assignes, from time to time, and at all times hereafter during my natural life, as occasion shall be offered, to have and take as well all and every the nets and other engines and instruments of what kinde soever, as also all the Dogs and Spaniels of whatsoever sort or kinde, of all or any persons whatsoever, that shall at any time or times hereafter, hawk, hunt,

fish

fish or fowl, within or upon the said Lordship o Mannor of M. *super* S. or within or upon any part o parcel thereof, without the licence or consent o the said Sir T.L. or his assignes, or some of them thereunto first had and obteined, he the said Sir T.L or his assignes delivering or causing to be delivered unto the Bailiff or Steward for the time being, o me the said O Lady S. of the said Mannor or Lord ship of M. *super* S. the aforesaid nets, engines, in struments and dogs, so to be taken as aforesaid, to b used, bestowed and imployed, to and for the use an behoof of me the said O Lady S in such manner an form as I the said Lady S. or my assignes shall think fi In witnesse, &c.

A Lease of Cole-mines.

THis Indenture made the, &c. between I.L. o &c. and A.B. of, &c. witnesseth, that the said I.L. for and in consideration of, &c. hath demised granted, and to farm letten, and by these presents doth, &c. unto the said A B all and all manner o mines, pits and veins of cole now open and known or that may be found out by digging, sinking o otherwise howsoever, lying or being in certain lands, called or known by the name of, &c. within the mannor of, &c. with free liberty to and for the said A.B. his executors and assignes from time to time, and at all times during the term hereafter mentioned, to dig, search, sink, trench and mine in and upon the said lands called W. and every part and parcel thereof, at his and their wils and pleasure, for the searching out, having and taking up of coles, and the same so trenched, digged and found, to take and carry away from time to time and at all times during the term by these presents

de

demiſed, except and always reſerved, unto the ſaid I.L. his heirs and aſſignes, all and all manner of quarries heretofore demiſed, by the ſaid I.L. to C.D. &c. To have and to hold the ſaid mines and pits of coles, with free liberty of digging, trenching, ſearching and carrying away the ſame, with all and ſingular other the premiſſes except before excepted unto the ſaid A.B. his executors, adminiſtrators and aſſignes, from the Feaſt of, &c. unto, &c. yielding, &c. and if it happen the ſaid yearly rent of, &c. to be behinde, &c. and the ſaid A.B. for himſelf, &c. covenanteth, &c. that he the ſaid A.B. his executors, adminiſtrators or aſſignes, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid term of, &c. ſo long as any ſuch mine or pit ſhall be digged or trenched, for ſearching out of coles as aforeſaid, fill up the ſaid mine or pit with meaner earth, and then level the ſame in ſuch ſort again, as the ſame may not be to the annoyance of the Occupiers of the ſaid lands, called W. or any of them. In witneſſe, &c.

A Letter of Licenſe.

TO all Chriſtian people, to whom theſe preſents ſhall come, We A.B. of *London* Alderman, R.L. I.D. and I.P. Merchants, &c. ſend greeting in our Lord God everlaſting. Whereas I.C. Citizen and Vintner of *London*, (for and by reaſon of the commerce, divers contracts, agreements, and other cauſes between him and us the above named perſons, paſſed and had,) ſtandeth and is ſeverally indebted unto us the ſaid A.B. R.L. I.D. and I.P. and others, in divers and ſundry great ſumms of money, as by ſeveral obligations and writings under his hand and

seal unto us severally made, and otherwise it doth and may appear. Now know ye that we the said A.B R.L.I.D. and I.P. and the rest, for divers and many good and charitable causes and considerations us especially moving, have given and granted and by these presents do give and grant, full license and liberty unto the said I.C. quietly and freely to go about, attend and negotiate, as well his own private affairs, business and causes, as also all other matters and things whatsoever he hath, or shall have or do for any other person or persons whatsoever, as well within the City of *London*, as within all other the &c. at all and every time and times, from hereforth, for and during the space of, &c. to begin at the Feast of, &c. next ensuing the date hereof, without any manner of let, disturbance, molestation, stay, arrest, attachment or sute of his person, or of his goods, chattels, money, merchandizes, or of any other commodities or appurtenances whatsoever, by us the said &c. or any of us, or by the executors or administrators of any of us on this side, or within the said space, time or liberty of &c. and we the said &c. are not onely contented and agreed, to give and grant this our present license and respite to the said I.C. for the payment of his said debts, but also every one of us, for his part, do by these presents freely and cleerly release, remit, quit-claim and forgive unto the said I.C. all and every such sum and sums of money, as he the said I.C. at this present doth severally owe unto us, in case any of us at any time or times, during and within the said space of &c. as aforesaid, shall do, move, procure, practise or attempt, or cause to be by any wayes or means, any manner of act and acts, thing or things to be done, moved, procured, practised or attempted against the said I.C. or his goods, chattels,

money,

money, merchandizes, or any other of his things whatſoever, contrary to the purport, true meaning, tenor and effect of this our preſent licenſe and grant. And further our meaning and intent is, that after the ſaid, &c. ſhall be fully, &c. expired, we do by theſe preſents give and grant licenſe to the ſaid I.C. that if he, his executors, adminiſtrators or aſſignes, do from thenceforth yearly, at the end of every year, for and during the term of, *&c.* pay or cauſe to be paid unto us the ſaid ſeveral Creditors, or to the ſeveral executors, adminiſtrators or aſſignes of us and every of us, the full fourth part of the debt to us and every of us owing, that then we nor any of us, nor any other by our or any of our means or procurement, ſhall do any thing or act againſt the ſaid I.C. or any of his goods, chattels, moneys, merchandizes, or any other of his things whatſoever.

An *Indenture upon the chuſing of a Burgeſs to ſerve in Parlament.*

THis Indenture, *&c.* between H.D. *&c.* High Sheriff of the County of, *&c.* of the one part, and R.B. and R.G. *&c.* Burgeſſes and Burrough-men of the Burrough and Town of, *&c.* of the other Party, witneſſeth, that the ſaid Burgeſſes and Burrough-men, according to the Proclamation made by the ſaid Sheriff for the election of Burgeſſes in every Burrough or Town within the ſaid County, have the day of the date hereof at A. aforeſaid, elected, named and appointed H.B. and R.G. Eſquires, Burgeſſes of the ſaid Town of A. and they to give their attendance, advice and counſel at the High Court of Parlament to be holden at *Weſtminſter* the, *&c.* next coming. In witneſſe whereof the ſaid Bur-

geſſes and Burrough-men to theſe preſent Indentures have put their ſeals, and ſubſcribed their names and marks the, *&c.*

A *Teſtimonial for relief of one that had his houſe and goods burnt.*

TO all Chriſtian people, *etc.* Know ye that we Sir I. T. and T. G. Knights, T.W. E.P. *etc.* Eſquires, for the ſuccouring and relieving of our poor diſtreſſed brother S.S. of, *etc.* do by theſe our writings teſtifie, declare and bear witneſſe, that on Friday the tenth of, *etc.* the ſaid S.S. being at *Wakefield* market, travelling for his livelihood, a ſudden and lamentable fire hapned, which burnt down his dwelling houſe, with all his goods therein, and his Barn wherein was all his corn and hay, to the utter undoing of the ſaid S. his wife and ſmall children. Now for that the ſaid S. was an honeſt painfull man, and is now brought to ſo great miſery and diſtreſſe, that he knoweth not where or how to provide for his wife and children, without the charitable relief of well diſpoſed Chriſtians; therefore we Pray and deſire all charitable and godly-minded perſons, to help, ſuccour and relieve the ſaid S. with their charity towards his livelihood, and in recompence of his loſſes, and in ſo doing they ſhall oblige us to ſhew like charity to any of their neighbours in their diſtreſſe and neceſſiity. In witneſſe, *etc.*

The beginning of a Demiſe of Copy-hold lands, etc.

THis Indenture, *etc.* witneſſeth, that whereas at a Court Baron, holden for the manor of, *etc.*

on

on the, &c. last past, the Lord of the said mannor by, &c. the Steward, did give license to the said I.T. to demise and grant the messuage, lands and tenements hereafter in these presents mentioned, unto any person or persons for the term of 21. years, from the Feast of, &c. then last past, as by the Rolls of the said Court appeareth; now the said I.T. in pursuance of the said license to him granted as aforesaid, and for and in consideration of the summ of, &c. to him, &c. hath demised, granted, and to farm-letten, and by these presents, &c. all that Copy-hold, messuage or tenement, with the appurtenances, commonly called or known by the name of, &c. situate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Prout, in ordinary lands, &c.*

A Release from two joynt-Purchasers, to the other two.

TO all to whom these presents shall come, Sir T. W. of, &c. Knight, and T.S. of &c. Esquire, send greeting; Know ye that the said Sir T.W. and T.S. for good considerations them hereunto moving, have remised, released, and for ever quit-claimed, and by these presents do for them, and either of them, their and either of their heirs, remise, release and for ever quit-claim, unto, &c. their heirs and assigns, all the state, right, title, interest, claim and demand whatsoever, of them the said Sir T.W. and T.S. of, in and to all that the mannor and Lordship of, &c. with the rights, members and appurtenances thereof, & of, in and unto all and singular other the mannors, Lordships, lands, tenements and hereditaments, which in and by one Indenture inrolled in the Chancery, bearing date the, &c. made between the Right Honorable, &c. of the one part, and the

ſaid, &c. on the other part, were granted, bargained and ſold, or mentioned or intended to be thereby granted, bargained and ſold unto the ſaid, &c. and their heirs, and of, in and unto every part and parcel of them, every or any of them. In witneſſe, &c.

A ſale of goods to the Plaintiff levied upon a Sciri facias by the Sheriffs Bailiff.

KNow all men, &c. that I G.B. Bailiff of the Wapontake of, &c. in the County of, &c. by virtue of the Writ of *Sciri facias*, to the Sheriff of the ſaid County directed, have levied of the goods and chattels, &c. the ſumm of, &c. part of a debt due to, &c. and levied by virtue of the Writ aforeſaid to his uſe. In full ſatisfaction of which ſaid ſumm of, &c. I do by virtue of the Writ and Warrant to me directed as aforeſaid, aſſign, ſell and ſet over unto the ſaid, &c. all the goods and chattels in the apprizement hereto annexed, nominated at the rate of, &c. to have, &c. the ſaid goods and chattels, to him, his heirs, executors and adminiſtrators, as his own proper goods and chattels, as fully and abſolutely as I the ſaid G.B. might, could or ought to do by force and virtue of the ſaid Warrant and Apprizement, or otherwiſe howſoever. In witneſſe, &c.

A Leaſe of goods levied by the Sheriff upon Judgment.

THis Indenture made the, &c. between M.F. of, &c. of the one part, and I.F. of, &c. of the other part. Whereas the ſaid M.F. did in *Michaelmas* term in the, &c. by due courſe of law, obtain and recover one Judgment in the Court of Kings Bench

Bench, now called the Upper Bench at *Westminster*, against the said I.F. for the sum of &c. debt and costs of suite, as by the Records remaining in the said Court, *Rot.* 232. whereunto relation being had, more at large it doth and may appear; and whereas Sir I.S. Sheriff of the said County of, &c. did on or about the, &c. by vertue of a writ of *Scire facias* upon the said Judgement to him directed, returnable, &c. levy of the goods and chattles of the said I.F. the summ of, &c. in part and satisfaction of the said Judgement; which goods and chattels were sold by the said Sheriff or his Deputy unto the said M.F. as by a particular Schedule or Inventure hereunto annexed appeareth. *Now this Indenture witnesseth*, And it is fully concluded and agreed by and between the said parties to these presents, in regard the said goods and chattels mentioned in the said Schedule, cannot be presently sold for the best benefit and advantage of the said M.F. that the same goods and chattels, shall remain and continue in the custody and possession of the said I.F. for the use and behoof of the said M.F. his, &c. for and during the space and time of six moneths, next after the date hereof; and if any of the said goods and chattells, mentioned in the said Schedule hereunto annexed, have been already, or hereafter during the said space of six moneths, shall be sold or disposed of by the said I.F. his executors, administrators and assigns, then he the said I.F. for himself, his executors and administrators, and for every of them, doth by these presents covenant, promise, grant and agree, to and with the said M.F. his executors, administrators and assigns, to give a just and true accompt or accompts, together with the proceed or increase thereof in writing, upon request made, and to pay or cause to be paid unto him the said M.F. his execu-

tors, adminiſtrators or aſſignes, all ſuch ſumm or ſummes of money as ſhall be found due upon the ſaid accompt or accompts, ſo to be made or given, and at the end or expiration of the ſaid term, ſhall and will well and truly deliver, or cauſe to be delivered unto the ſaid M.F. if the ſaid I.F. his executors, &c. ſhall be thereunto required, the reſidue and remainder *in ſpecie*, with the proceed and and increaſe thereof, of all ſuch goods and chattels, mentioned in the ſaid Schedule of Inventory, as ſhall be ſo ſold or undiſpoſed of, the ſaid M.F. his executors, adminiſtrators or aſſignes, allowing in the mean time unto the ſaid I.F. his executors or adminiſtrators, all the benefit and advantage of the wool, milk, and work of the cattel, comprized in the ſaid Schedule hereunto annexed, and the uſe of the other goods comprized in the ſaid Schedule or Inventory, for the pains and care of the ſaid I.F. to be taken in and about the ſelling, diſpoſing and keeping of the ſaid goods and chattels, or any of them. In witneſſe, &c.

A Leaſe of Lands in the Barbadoes.

THis Indenture made, &c. between R.C. of, &c. and M.S. of, &c. witneſſeth, that the ſaid R.C. for divers good cauſes and conſiderations him hereunto eſpecially moving, hath demiſed, granted and to farm-letten, and by theſe preſents doth demiſe, grant and to farm-let unto the ſaid M.S. all that his own ſhare, part and portion of land, containing in all by eſtimation fourty acres of land, be it more or leſſe, ſituate and being in, &c. as the ſame was lately and now is ſeparated and divided from other lands now inhabited by the *Engliſh* Merchants and Planters, or their aſſignes, and allotted unto the ſaid R.

C.

&c. for one of his ſhares of his adventure with the ſaid company of the ſaid Iland, and now are or late were in the tenure or occupation of R.P. or his aſſigns, and alſo one acre of land being part or parcel of, &c. lying within, &c. likewiſe allotted unto the ſaid R.C. for another ſhare of his adventure to the ſaid Iland, the ſame acre of land to be meaſured, and ſet out in ſome convenient place of the ſaid ſhare of land, adjoining upon or neer unto the freſh water, together with free ingreſs, egreſſe, regreſſe, way and paſſage to and for the ſaid M.S. his executors, ſervants, and aſſigns, by and through &c. at all convenient times, and by all fitting and convenient wayes and paſſages, to fetch water from the ſprings and rivulets thereunto adjoining, as need ſhall require. To have and to hold the ſaid ſhare of land, and acre of land, and all other the above demiſed, or meant, mentioned or intended to be demiſed premiſſes, with their and every of their rights, members and appurtenances unto the ſaid M.S. his, &c. from, &c. for and during the term of, &c. M.S. his, &c. yielding and paying therefore yearly and every year during the ſaid term of, &c. unto the ſaid B.C. his, &c. the moity or one half part of all the profits and gains whatſoever, which ſhall yearly be made or raiſed by, or by means of the digging, ſetting, planting, ſowing, manuring or imploying the ſaid lands and premiſſes above by theſe preſents demiſed or meant, or mentioned to be demiſed, and every or any part thereof, or by any other wayes or means whatſoever, the ſame to be yearly and every year, once or oftner, (as ſhipping may conveniently be had) ſent into England, to and for the uſe of the ſaid B.C. his heirs and aſſigns, for and in full ſatisfaction and payment

ment of all manner of rents whatsoever, and the said N.S. for him, his, &c. doth covenant and grant to and with the said R.C. his, &c. by these presents, in manner and form following, that he the said M.S. shall and will once in every year yearly, or oftener during the said term hereby granted, and as shipping may be conveniently had as aforesaid, make and send unto the said R.C. his heirs or assigns, a just and true accompt how the same lands and premises hereby demised, have untill that time been imployed and used, and likewise with the same accompt shall and will send and deliver, or cause to be delivered unto, and for the use and behoof of the said R.C. his heirs and assigns, unto the City of London, the said moity or one half part of all the increase, profits and gains above by these presents reserved, which shall happen to be accrued or risen by means of the husbanding and imploying of the said lands and premisses by these presents demised, and also shall and will from time to time send and deliver, together with the said rent above reserved, unto the said R.C. his executors or assigns, all the other moiety or half part of all the profits and gains, which shall happen to be accruing and arising, by means of the said husbanding and imploying of the said lands and premisses in sort as is aforesaid, or so much thereof over and above the said rent as shall be due and payably by vertue of these presents, untill the summ of, &c. shall be fully satisfied and paid unto the said R.C. his, &c. which summ he the said R.C. at and before the ensealing of these presents, did disburse and lay out, for the finishing of the said M.S. with implements, utensills and other necessaries, to be used and imployed in and about the manuring, managing and dressing of the said lands above mentioned to be demised,

ſed. And further that he the ſaid M.S. his exe-
cutors, adminiſtrators or aſſignes, or ſome of them,
ſhall and will from time to time, and at all times here-
after during the continuance of this demiſe, in good
order of huſbandry, ſet, ſow, plant and imploy
the lands and premiſſes hereby demiſed, to the beſt
huſbandage, according to the cuſtom of the Country
there uſed and to be uſed; And alſo ſhall and will
at his and their own proper coſts and charges, erect,
build and ſet up in good order of workmanſhip one
convenient houſe upon ſome moſt commodious
place of the premiſſes. And further that he the ſaid
M.S. his, &c. ſhall not and will not at any time or
times hereafter, during the continuance of this pre-
ſent leaſe, demiſe or grant the premiſes to any per-
ſon or perſons whatſoever, for and during the term
hereby granted, or any part thereof, without the
licenſe of, &c. or make any wilfull waſte or ſpoil
upon any the Cedar or Timber-trees now ſtanding,
growing or being, or which at any time hereafter
ſhall ſtand, grow or be upon the premiſſes, or any
part thereof, other than for their neceſſary uſe.
Covenant for reparations and for quiet enjoying,
&c. provided always, that if it ſhall happen the
ſaid yearly rent to be behinde, &c. or if default ſhall
be made of or in performance of any the covenants,
grants, articles, payments and agreements herein con-
tained on the parts, &c. that then and from thence-
forth it ſhall and may be lawfull, &c In witneſſe, &c.

A Leaſe from a Company.

THis Indenture made, &c. between, &c. Witneſ-
eth that the ſaid Maſter and four Wardens, by
and with the aſſent and agreement of the more part
of

of the moſt antient and diſcreet perſons of the ſaid Fraternity, their aſſiſtants, as well for and in conſideration of the ſumm of, &c. have demiſed, &c. all that their meſſuage, &c. To have and to hold, &c. yielding, &c. A Covenant for reparations, for emptying the ſedges, widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glaſſe windows, wainſcot, partitions, and ſuch like as ſhall be fixed, faſtned and ſet within or about the premiſſes, and are not removeable by the cuſtome of the City of *London*, without defacing, ſpoiling or deſtroying the ſame, and that it ſhall and may be lawfull to and for the ſaid Maſter, &c. their Rent-gatherer, officer and aſſignes, to enter and come into and upon the premiſſes, there to view, ſearch and ſee the eſtate of the reparations of the ſame, and of the decays and defaults there found, to give or leave warning at the premiſſes aforeſaid, to and for the ſaid L.W. his, &c. to repair and amend all and every the ſaid decays and defaults within the ſpace of, &c. Provided always, that if it ſhall happen the ſaid yearly rent of, &c. or if the ſaid L.W. ſhall grant, aſſign or ſet over his, &c. to any perſon or perſons without the, &c. or if the reparations of the premiſſes, or any part thereof, ſhall not be made and done within the ſpace of, &c. above limited for the doing of the ſame, that then and from thenceforth in every or any the caſes aforeſaid, this preſent leaſe and terms of year ſhall ceaſe, determine and be utterly void, and that then or at any time after, it ſhall and may be lawfull to and for the ſaid Maſter, and four Wardens of the Fraternity aforeſaid, and their ſucceſſors for the time being, and their rent-gatherer, officer, or any other certain Attorney in their name and to their uſe, into the premiſſes above demiſed, with the appurtenances, to re-enter,

, and the ſame to have again, *etc.* and the ſaid L. W. and all other occupying, *etc.* thereof thereout to exell, *etc.* In witneſſe, *etc.*

A Leaſe from a Parſon and Church-wardens, with a Covenant for building, etc.

THis Indenture made between G. G. Dr. of Divinity, Parſon and Proprietor of the Pariſh-Church of, *etc.* I. M. and C. H. Church-wardens, of the goods, works, rents and ornaments of the ſaid Pariſh-Church of the one part, and C. L. of, *etc.* of the other part, witneſſeth, that the ſaid Dean and Chapiter, and Church-wardens, with the whole aſſent and conſent of the Pariſhioners of the ſaid Pariſh, for divers good cauſes and conſiderations them thereunto eſpecially moving, hereafter in theſe preſents mentioned, *viz.* as well for the new building and erecting of one tenement which is ruinous and in decay, hereafter in theſe preſents, by them demiſed to the ſame W. as alſo for the increaſe of the yearly rent of the ſaid tenement being lately demiſed to, *etc.* deceaſed, have demiſed, granted and to farm-letten, *etc.* unto the ſaid W. N. all that tenement with a garden lying on the backſide thereof, belonging to the Pariſh of, *etc.* late in the tenure of, *etc.* ſituate in, *etc.* between, *etc.* which ſaid tenement and garden, on the South-part thereof, conteineth in length from, &c. eighty four foot aſſize, and in bredth from the North-corner of, *etc.* to the, *etc.* twenty foot of aſſize, and in length from the Eaſt ſide of, *etc.* and from the South-corner of, *etc.* to, *etc.* nineteen foot and two inches of aſſize, and all rooms, chambers, ſellers, ſollers, houſes, gardens, yards, entries, eaſments, and

and all other edifices and buildings, with all and singular their appurtenances whatsoever to the said tenement and garden belonging or appertaining, in as large and ample manner as the same were demised used and occupied by the said, &c. his assignes or any of them. *To have and to hold, &c.* yielding, &c. unto the Church-wardens of the Parish for the time being, and to their successors, to the use of the said Church, the summ of, &c. at the, &c. And wherein the said tenement is at this present in utter ruine and decay, and not meet to be inhabited, therefore the said W. N. for the consideration before mentioned, doth for him, his, &c. covenant and grant to and with the said Church-wardens, and their Successors, Church-wardens of the said Parish by these presents, that he the said W. N. his, &c. shall and will for his most benefit and commodity, erect and new build the said tenement, with good and wel-seasoned timber, within the space of, &c. and the same erected and built, shall and will sufficiently repair, maintain and keep, with all manner of reparations in and by all things whatsoever, as often as need shall require, during the said term. Covenant for re-entry, upon non-payment or not repairing. Covenant for quiet enjoying. *Et similia.*

A Lease from a Town or Corporation to commence at the end of a former, with several Proviſoes.

THis Indenture made between the Major, Bailiff, and Burgesses of the Burrough and Town of, &c. in, &c. and H. T. of, &c. witnesseth, that the said Major, Bailiffs and Burgesses, by and with one full assent, consent and agreement, as well for and

nd in conſideration of the ſumm of &c. to be paid
ro the ſaid Major, Bayliffs and Burgeſſes at the
mmencement of this preſent leaſe, as alſo for di-
ers &c. and for and upon the conditions and pro-
ſoes hereafter in theſe preſents expreſſed, have
emiſed, granted, ſet and to farm letten, and by
theſe preſents do, &c. unto the ſaid H.T. all that
their burgage, meſſuage and Tenement with the ap-
purtenances, ſituate, lying and being in P. afore-
ſaid, upon the Eaſt-ſide of a certain Cloſe, there
commonly called the, &c. late in the tenure of, &c.
and alſo all that ſhop, &c. and all and ſingular o-
ther the houſes, edifices, buildings, barns, ſta-
bles, ſhops, rooms, lofts, folds, courts, yards,
back-ſides, curtillages, commons, common of pa-
ture and turbary wayes, waters, eaſements, liber-
ties, profits, commodities, emoluments, advan-
tages and appurtenances whatſoever, to the ſaid
meſſuages, burgage, or tenement and ſhop, or any of
them, or to any part or parcel thereof, belonging, or
in any wiſe appertaining, or heretofore, &c. *To have
and to hold* the ſaid, &c. to the ſaid, &c. from and af-
ter the end and expiration of one leaſe heretofore
made, &c. of the ſaid premiſſes unto I.T. late fa-
ther of the ſaid H.T. for the term of, &c. yielding and
paying therefore yearly during the ſaid term unto
the ſaid Bayliffs for the time being, and their
Succeſſors, to the uſe of the ſaid Major, Bayliffs and
Burgeſſes, and their Succeſſors, the annual or year-
ly rent of, &c. at the Feaſt of, &c. only, during the
ſaid term, or within, &c. next after the ſame, if it
be lawfully demanded, either by publique notice,
or otherwiſe, for all manner of rents, boons, du-
ties, ſuites, ſervices, and demands whatſoever; and
if it ſhall happen, the ſaid yearly rent of, &c. that
then and from thenceforth it ſhall be lawfull to and
for

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for the ſaid Major, Bayliffs and Burgeſſes, their &c. into the ſaid demiſed premiſſes, &c. and the diſtreſs or diſtreſſes, &c. until ſuch time as the ſaid rent, &c. be fully ſatisfied and paid unto the ſaid Major, Bayliffs, &c. and if no ſufficient diſtreſſe may or can be found in and upon the ſaid demiſed premiſſes, or any part thereof, to ſatisfie the ſaid rent with the arrerages thereof, or that the ſaid Bayliffs for the time being, be interrupted or hindred to diſtrain for the ſame, that then and from thenceforth it ſhall and may be lawfull, to and for the ſaid Major, Bayliffs and Burgeſſes, their heirs and ſucceſſors, or any of them, into the ſaid demiſed premiſſes, or any of them, with the appurtenances, to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in, &c. this preſent Indenture, or any thing, &c. Covenant for reparations, and to leave it ſo. Proviſo, that in caſe of non-payment of the rent, or if the premiſſes ſhall be aſſigned to any perſon not dwelling or inhabiting within the ſaid Burrough or Town, and who is not a free Burgeſs of the ſaid Town, that then and from thenceforth, &c. Provided further and upon this condition, that if it ſhall happen the ſaid H.T. to die without iſſue male of his body lawfully begotten before the commencement of theſe preſents, and before the payment of &c. being the conſideration agreed upon to be paid for the ſame, then if R.T. of, &c. or the iſſue male of his body lawfully begotten, or I. T. or the iſſue male of his body lawfully begotten, do pay to the ſaid Major, Bayliffs and Burgeſſes for the time being, their heirs and Succeſſors, the ſaid ſumm of, &c. in manner and form as aforeſaid, and alſo 20.l. to the iſſue female ſurviving of the ſaid H.T. if there be any ſuch then living within one year then after their or either of their entry, that then

then and from thenceforth the said R.T. shall be interessed in these presents, to him and the heirs males of his body lawfully begotten, and for default of such issue, to the said I.T. youngest brother of the said H. and of the heirs males of his body lawfully begotten, the said I.T. or his issue male paying the said summ of, &c. to the said Major, Bayliffs and Burgesses, and the said summ of, &c. to the issue female of the said T.H. in such manner and form, as is herein before expressed, limited and appointed: and for default of such issue, then to the heirs and assignes of the said H. during the residue of the said term. In witnesse, &c.

A Lease for three lives, with a Letter of Atturney to take and give possession.

THis Indenture made, &c. between, &c. witnesseth, that the said, &c. for and in consideration of, &c. doth demise, &c. all that his messuage and Tenement with the appurtenances, and all and singular shops, sellers, sollers, chambers, rooms, entries, ways, yards, back-sides, lights, easments, profits and commodities whatsoever, to the said messuage or tenement belonging or appertaining, or to or with the same used, occupied or enjoyed, late in the tenure, &c. situate, &c. *Habend.* the said messuage or tenement, and other the premisses, with the appurtenances, to the said, &c. and to his assignes, for and during his natural life, the remainder thereof to the said F. his wife, and to her assignes, for and during the term of her natural life, the remainder thereof after the said several deaths of H. and F. unto the said S. for and during the term of her natural life; Yielding, &c. during the said term or estates, and every or any of them, unto the said I. his heirs and assignes the rent of, &c. at the, &c. by even and equal portions,

and yielding and paying therefore alſo unto the ſaid I. his, &c. for and upon any alienation, demiſe or grant of the premiſſes, or of the greater part of them, and for and upon any change of tenant or tenants of the premiſſes, during the ſaid term or eſtates, or any of them, the ſum of, &c. (toties quoties) for every change, alienation or demiſe, in the name of a fine for alienation, the ſame fine or fines to be paid to the ſaid, &c. at the meſſuage or tenement aforeſaid within the ſpace of, &c. next enſuing the firſt of the Feaſts aforeſaid, which ſhall next come or happen to be after any ſuch alienation, &c. of the premiſſes, or the greater part thereof. A Covenant that they the ſaid H.F. his wife, and S. their, &c. or ſome of them, ſhall or will at or before the, &c. expend, diſburſe and lay out, in, upon or about the building, reparing, ſtrengthning and bettering of the ſaid meſſuage or tenement, with the appurtenances, and other the demiſed premiſſes, the ſum of, &c. at or before the Feaſt of, &c. provided alwayes, that if it ſhall happen the ſaid yearly rent of &c. or the ſaid fine or fines that ſhall grow due, &c. at any time during the life of, &c. to be behind and unpaid, in part or in all, by the ſpace of, &c. next after, &c. or if the ſaid demiſed premiſſes, or any part therof, ſhall be in decay or unrepaired by the ſpace of, &c. next after notice given, that then the eſtate of the ſaid H. for and during his naturall life, ſhall ceaſe, determine and be utterly void and of none effect, to all intents and purpoſes; or if at any time after the deceaſe or determination of the ſaid eſtate of the ſaid H. and during the life of the ſaid F. it ſhall happen the ſaid yearly rent of, &c. or the ſaid fine or fines to be behind and unpaid, &c. by the ſpace of &c. or that the ſaid demiſed premiſſes ſhall be in decay, or want repairing, &c. by the ſpace of &c. that then likewiſe the ſaid eſtate of the ſaid F. ſhall ceaſe, determine

termine, &c. and that then and at all times from thenceforth, it ſhall and may be lawfull to and for the ſaid I. his, &c. into the ſaid demiſed premiſſes, with the appurtenances, and into every part and parcel thereof to re-enter, and the ſame to have again, re-poſſeſſe and enjoy as in his and their former eſtate, and that thereupon this preſent Indenture of Leaſe to be void and of none effect, any thing herein, &c. And laſtly, the ſaid I. P. doth by theſe preſents make, ordain, conſtitute, authorize and appoint, and in his ſtate and place put his truſty and well-beloved friends P.W. and I.M. to be his true and lawfull Attorneys, joyntly or ſeverally for him, and in his ſtead and name, to enter into and upon the ſaid demiſed premiſſes, or into or upon any part or parcel thereof, in the name of the whole, for him, in his name and to his uſe to take and keep, and after ſuch poſſeſſion ſo had and taken, full and peaceable poſſeſſion and ſeizin of the ſame premiſſes, or of any part or parcel thereof in the name of the whole, for him, in his ſtead and name, to give and deliver unto the ſaid H. R. F. his now wife, and S.B. or any of them, or to their or any of their certain Attorney or Attorneys, in that behalf authorized, according to the tenor, purport, effect and true meaning of theſe preſents, ratifying, allowing and holding firm, all and whatſoever his ſaid Attorneys joyntly, or either of them ſeverally, ſhall do or cauſe to be done, in or about the premiſſes by the tenor of theſe preſents. In witneſſe, &c.

A Letter of Attorney to deliver two Leaſes.

TO all to whom, &c. I W.L. of, &c. ſende h greeting. Whereas the ſaid W.L. hath cauſed two ſeral Inde[illegible] bearing date with theſe preſents, to

be drawn and ingrossed, purporting several demises and grants, from the said W.L. unto R G. of, &c. the one of them purporting a demise of all that one Close &c. (as in the Lease is recited,) with their appurtenances now or late in, &c. lying and being in, &c. *To have and to hold* the said severall Closes and premises, and every part and parcel thereof, unto the said R.G. his &c. from the &c. as in the Lease: Yielding &c. if demanded, and the other of them purporting a demise of all that messuage or tenement, with the appurtenances &c. as in the Lease: To which several Indentures the said W.L before the ensealing and delivery of these presents, Hath put his hand and seal. Now know ye that the said W L. hath made, ordained, constituted, authorized and appointed, and by these presents doth &c. his Trusty and well-beloved friends R S. &c. his true and lawful Attorneys, joyntly and severally, for and in the name and place of him the said W. to enter and come into and upon the said several grounds, and all and singular other the premises above severally mentioned to be demised, or any part or parcel thereof, for and in the name of the whole, and full and peaceable possession and *seisin* thereof to take and have, and being so entred and thereof or of any part thereof quietly possessed, then and there for and in the name, and as the proper act and deed in the law of the said W L. to deliver to the said R.G. or his lawfull Attorney or Assign in that behalf, to his proper use and behoof, the said several Indentures, to which the said W.L. hath put his hand and seal as aforesaid, and also to do, say, exercise, execute, conclude, determine and finish, all and every other act and acts, matter and thing whatsoever, which in and about the delivery of the same several Indentures, or either of them, shall be requisite and expedient to and for his said Attorneys, or either

of them to do by all due and lawfull circum
to fully and effectually in every reſpect, as he
W.L. might or could do being perſonally
at the doing thereof, giving and by theſe pre
granting unto the ſaid, &c. the full and whole power,
ſtrength and authority of him the ſaid W L. in the
execution of the premiſſes, and ratifying and allow-
ing all and whatſoever the ſaid, &c. or either of them
ſhall lawfully do or cauſe to be done in the executi-
on of the premiſſes, for and in the name of the ſaid
W.L. as the proper act and deed of him the ſaid W.L.
In witneſſe, &c.

An Aſſignment of certain Debts by an Adminiſtratrix to Creditors.

TO all to whom, &c. I E B. of *London* widow, Ad-
miniſtratrix of all and ſingular the goods, chattels,
debts and credits, which late were R B. my huſbands
deceaſed, ſend greeting, &c. Whereas the ſaid R.B.
my ſaid late huſband, in his life-time ſtood indebted
unto, &c. and to every of them ſeverally, in certain ſe-
veral ſumms of money; Know ye therefore that I the
ſaid E.B. intending as much as in me lyeth, to give
content and ſatisfaction unto them and every of them,
have given, granted, bargained, aſſigned, and ſet
over, and by theſe preſents do fully, clearly and ab-
ſolutely, &c. unto the ſaid, &c. and to every of their
executors, adminiſtrators and aſſignes, all and every
the book-debts, ſpecialties, obligations and writings
obligatory, acquittances and receits named and men-
tioned in a Schedule, &c. which are due and owing
unto me the ſaid E. as Adminiſtratrix, as aforeſaid,
by one, &c. and one, &c. by what name or names ſo-
ever they be called or known, and by ſuch their Sure-
ties, as in the ſaid obligations or writings obligatory

are named, as in and by the, &c. more plainly, &c. together alſo with all and every ſumm and ſummes of money, commodity, profit, benefit and advantage, that ſhall or may come grow or be had, made, gotten or obtained, of or by the ſaid book-debts, obligations, and writings obligatory, and every of them, and all my right, title, intereſt, property, claim and demand, of, in and to the ſame and every part thereof. And I the ſaid, &c. for me, my executors and adminiſtrators, do covenant, grant and promiſe, to and with the ſaid, &c. and every of them, their and every of their, &c. by theſe preſents, that I the ſaid E. B. have not heretofore releaſed, or by any wayes or means diſcharged, the ſaid book-debts, obligations, writings obligatory, acquittances or receipts, or any of them, or the ſeverall ſummes of money in them comprized, or any part or parcel thereof, and I the ſaid, &c. my, &c. ſhall not, nor will not at any time or times hereafter, releaſe, or by any wayes or means diſcharge the ſaid book-debts, obligations, writings obligatory, &c. or the ſaid ſeverall ſumms of money in them or any of them contained, without the conſent of, &c. firſt thereunto had, &c. and that I the ſaid, &c. my, &c. ſhall and will permit and ſuffer the ſaid, &c. jointly and ſeverally, at their coſts and charges, to commence, purſue and proſecute all and every ſuch lawfull actions, ſutes and executions, which ſhall or may in any wiſe be commenced, proſecuted or brought againſt the ſaid, &c. by reaſon of the ſaid book-debts, &c. and the ſame actions, &c. ſhall and will avow, joſtifie and maintain, without fraud or guile. And that the ſaid, &c. their, &c. ſhall or may quietly have, poſſeſs and enjoy to their own proper uſe and ules all and every ſuch ſum and ſums of mony, executions, and the benefit thereof, which ſhall be had, levied, recovered or obtained by reaſon of the

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ſame, and ſhall have full power and authority in the name of me to acquit, releaſe, &c. the ſaid, &c. for, touching, &c. the ſaid book-debts, &c. In witneſſe, &c.

A Letter of Compoſition for half-debts.

TO all whom, &c. we E.E. &c. Citizens, &c. of *London*, Creditors of P. P. &c. ſend greeting. Whereas the ſaid P. P. the day of the date of theſe preſents, is and ſtandeth juſtly indebted, and doth owe unto us the ſeveral parties above named, divers and ſeveral ſumms of money; And by reaſon of the many loſſes, great hindrances and other damages happened unto him, he is utterly unable, (as he affirmeth, and as appeareth unto us) to give other ſatisfaction for our ſaid debts, than by and with ſuch goods and wares as are now remaining in his hands, and ſuch debts as are now at this preſent owing unto him, which we the ſaid Creditors are unwilling to accept of or any ways to intermeddle with, but have rather reſolved and made choice to undergo a loſſe certain, and to accept of 10.s. *per* l. or the one half of the debts by him owing unto us, to be duly paid in full ſatisfaction of our ſaid debts, in manner and form following, *viz.* When and as ſoon as all and every of us the Creditors above named, have ſubſcribed, ſealed, and in due form of law delivered this preſent writing to the uſe of the ſaid P. P. then he the ſaid P. P. his executors, adminiſtrators or aſſignes, ſhall pay or cauſe to be paid unto every of us the ſaid Creditors our, &c. one fifth part of, &c. after the rate of 10.s. in the l. by theſe preſents agreed upon to be accepted of, in full ſatisfaction of our ſaid debts, and the remainder of our ſaid debts, after the rate and agreement aforeſaid in ſix parts being divided, to be paid at ſix ſeveral payments half-yearly, at ſuch indif-

ferent place and places, as we the ſaid Creditors, and every of us, our, &c. ſhall nominate and appoint. The firſt payment whereof to begin and to be made on the &c. next enſuing the date of theſe preſents. The ſecond payment to be made, &c. Now know ye, therefore, that we the ſaid Creditors do covenant & grant, and every of us for his own part, and for his own, &c. doth covenant and grant to and with the ſaid P.P. his, &c. and to and with every of them by theſe preſents, that if the ſaid P.P. his, &c. or any of them, upon the enſealing and delivery of this preſent writing by all and every of us the ſaid Creditors, according to the effect and true meaning of theſe preſents, do and ſhall well and truly pay or cauſe to be paid unto every of us the ſaid Creditors, our and every of our, &c. the ſaid fifth part of our ſaid debts, after the rate of 10 s. per l. according to the agreement aforeſaid, at the, &c. without any fraud, coven or further delay; And alſo if the ſaid P.P. his, &c. for the more ſure payment of the reſidue and remainder of our ſaid debts after the rate aforeſaid in ſix parts to be divided, and to be paid at ſixt ſeverall payments, at ſuch dayes, times, place and places, and in ſuch manner and ſort as is above limited and expreſſed, do and ſhall at or before the, &c. become bound unto us and every of us, our, &c. in double the ſumm or ſumms, In the condition or conditions in the ſame obligation or obligations or writings obligatory to be ſpecified. And further, if the ſame obligations and every of them ſhall be delivered unto every of us, or the aſſign or aſſigns of us and every of us, at or before the ſaid, &c. at ſuch indifferent place or places as we the ſaid Creditors, our, &c. ſhall nominate, that then from and after ſuch payment made, of the ſaid firſt part of our ſaid debts, after the rate of 10 s. in the l. and after the ſame obligations made and delivered

livered unto us, for the ſeveral payments aforeſaid, according to the limitation, effect, tenor and true meaning of theſe preſents, we the ſaid Creditors, and every of us the executors, &c. ſhall and will hold our ſelves well contented and ſatisfied, for all ſuch debts as he the ſaid P.P. his, &c. did formerly ow unto us and every of us before the enſealing of the ſame obligations, and that then alſo we the ſaid Creditors and every of us, or the executors, &c. within fourteen days next after the enſealing and delivery of the ſame obligations unto us and every of us, according to the true meaning of theſe preſents, ſhall and will ſeal, ſubſcribe, and in due form of law deliver unto the ſaid P.P. his, &c. one general releaſe or other diſcharge of all debts, duties and demands whatſoever, by the ſaid P.P, unto us and every of us formerly owing or payable from the beginning of the world untill ſome few days before the date of the ſame obligation, ſo to be ſeal'ed and delivered unto us as aforeſaid. Provided always, that theſe preſents, nor any agreement, matter or thing herein contained, ſhall be of any force or effect, to binde or charge us or any of us the ſaid Creditors, which have or ſhall hereunto agree, ſeal and ſubſcribe, before the firſt day of, &c. next coming after the date of theſe preſents. In witneſſe, &c.

Another Letter of Compoſition.

TO all to whom, &c. we A.B. Creditors of, &c. ſend greeting. Whereas the ſaid W. C. and W.I. are and do ſtand joyntly indebted, and do ow unto us the ſaid Creditors divers ſumms of money, which it ſeemeth they are very willing to ſatisfie unto us and every of us, as they and either of them ſhall be able. Nevertheleſſe we the ſaid Creditors and every of

of us who have hereunto ſealed and ſubſcribed (finding and perceiving that they the ſaid W. and W. are much damnified and impoveriſhed by many loſſes and hindrances through Chapmen and otherwiſe, whereby they are diſabled to yield unto us full and plenary ſatisfaction for our ſaid debts) are contented and well-pleaſed, and of our free motions do ſeverally and reſpectively agree and binde our ſelves, our heirs, &c. to the ſaid W. and W. by theſe preſents, to accept and take of them the ſaid W. and W. their, &c. after the rate of, &c. in the pound, in full ſatisfaction of all ſuch debts and ſumms of money, as they do joyntly ow unto us and every of us reſpectively, the ſame to be paid at four equal payments, in four parts to be divided. The firſt payment thereof to be made and to begin at, &c. (recite all the payments) ſo as the ſaid W. and W. for the more ſure and better payment of the ſeveral ſumms aforeſaid, in recompence and ſatisfaction of our and every of our ſaid ſeveral debts, after the rate of, &c. in the pound as aforeſaid, their executors or adminiſtrators do before the, &c. become joyntly bound with ſufficient ſureties unto us and every of us reſpectively, by obligations in double the penalties in due form of law to be made, ſealed and delivered unto us and every of us, or to our and every of our uſe and uſes, by the appointment of us and every of us, at ſuch place and places as we and every of us ſhall indifferently nominate or preſcribe. Provided always, that theſe preſents nor any thing herein contained, ſhall be of any force or effect, to binde or charge us or any of us, who have hereunto ſealed and ſubſcribed, unleſſe and untill all and every the reſidue of us the ſaid Creditors above named, ſhall and do likewiſe ſeal and ſubſcribe theſe preſents, at or before the, &c. next enſuing. In witneſſe, &c.

A Letter of License and Compoſition for payment at ſeveral times.

TO all, &c. we Creditors of, &c. ſend greeting. Whereas the ſaid I. M. at this preſent time doth ſtand indebted, and juſtly oweth unto us the ſaid Creditors divers and ſundry ſumms of money, which by reaſon of many debts, and ſome of them very great, that are likewiſe juſtly owing him, and cannot be had and recovered without ſome reſpite of time, and ſome of them not without ſute, he is verily much diſabled to make preſent payment unto us the ſaid Creditors, of our whole and juſt debt, as he ſeemeth willing and deſirous. In conſideration whereof he inſtantly deſireth and requireth, that we the ſaid Creditors, and every of us, will be pleaſed to give and grant unto the ſaid, &c. ſuch liberty and reſpite of time, for the payment and ſatisfaction of our ſeveral debts, as he thinketh reaſonable, for the obtaining, getting and recovering of his ſaid debts, *viz.* that we and every of us would be contented to take, and accept our ſaid whole debts in three equal parts to be divided, and to be paid at three ſeveral payments in manner and form following, *viz.* the firſt payment thereof to be one equal third part of the ſaid whole debt, and to be made on the, &c. the other two third parts thereof reſidue, to be divided into four equal parts, and to be paid at four ſix moneths then next following, *viz.* on the, &c. one equal part thereof, namely the other two, and one other fourth part thereof reſidue on the, &c. in full payment and ſatisfaction of the ſaid ſeveral debts; & for the more ſure performance of the ſaid ſeveral payments aforeſaid, in ſuch manner and form as is above limited and declared, according to the intent and true meaning of theſe preſents,

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he the said I.M. shall and will at or before the, &c. become bound unto us and every of us the said Creditors respectively, by one obligation in due form of law to be made, with condition including all and every the said payments in such sort as is above limited, at some covenient place or places within the City of *London*, by every of us the said Creditors to be nominated and appointed, & the penalty of every obligation to be double the whole sum included in the condition of the same, to be delivered to us, and every of us, our, &c. at or before the, &c. next ensuing the date hereof. Know ye therefore that we the said Creditors whose names are hereunder subscribed, and every of us for his own part, and for his own, &c. for the consideration above specifyed and expressed, do by these presents willingly consent, covenant, promise and agree to and with the said I.M. his, &c. by these presents, that we the said Creditors, and every of us, our, &c. respectively, shall and will accept and take of the said I.M. his, &c. all and every the said severall debts and summs of money by the said I. unto us and every of us owing and payable upon such obligation and obligations, assurance and assurances as aforesaid, to be paid in such manner and sort, and at such dates and times as is above limited and required: And further, that we the said Creditors and every of us, our and every of our, &c. respectively, upon the delivery of the said obligation unto us and every of us, our and every of our, &c. shall and will at the charge of the said I.M. his, &c. seal, subscribe, and in due form of law deliver unto the said I.M. one sufficient generall aquittance, to be rendred by him the said I.M. his, &c. and to bear date and limitation before the day of the date of the said new obligation to be made for the same debt, & also for and upon every payment made

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according to the limitations aforesaid, and the intent and true meaning of these presents at the like charge of him the said I.M. his, &c. shall and will seal and deliver unto the said I.M. one sufficient acquittance to be tendred by him the said I.M. his, &c. testifying every such payment as aforesaid, for the better discharge of him the said I.M. his, &c. and every of them in that behalf. Provided always, and upon condition nevertheless that these presents, nor any promise, agreement, matter or thing herein contained, nor any act or thing acted by us or any of us, or formerly done, knowledged or suffered touching the premisses, or to be done, knowledged or suffered, shall be of any force or effect, to binde or charge us or any of us the said Creditors, who have or shall hereunto agree, seal and subscribe, unless all, and untill all and every the rest and residue of us the same Creditors above mentioned, do and shall likewise before the, &c. now next coming, subscribe, seal and deliver these presents, in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary thereof in any wise notwithstanding. In witnesse, &c.

A Letter of License.

TO all to whom, &c. we M.A. and R.B. Creditors of, &c. Citizen and Mercer of *London*, send greeting. Whereas the said N.C. the day of the date hereof is indebted, and doth ow unto us the said Creditors divers summs of money, which by reason of some losses unto him hapned, and divers bad debts owing unto him as he informeth us, he is not able presently to satisfie and pay as he willingly would, but requireth our favour and respite of time for payment thereof; therefore know ye, that we the said Creditors above named, and every of us, moved

ved with compaſſion and the deſire which the ſaid M. hath to and for the contentation of our ſaid debts, Have given and granted, and by theſe preſents do give and grant unto the ſaid N.C. our ſure and whole licence, liberty and ſafe conduct as much as in us is, ſo alſo he the ſaid N. may ſafely come, go and reſort unto us, and every of us his ſaid Creditors, to compound and take order with us and every of, us for our and every of our ſaid ſeveral debts, without any let, trouble, ſute, arreſt, attachment or other impediment to be offered or done to him the ſaid N. his wares, goods or merchandizes, or any of them, for and during the time and ſpace of one whole moneth, next enſuing the date of theſe preſents; and if it happen the ſaid M.N. in his perſon, goods, wares or merchandizes, or any of them within the ſaid term of one moneth next coming after the date aforeſaid, by us or any of us the ſaid Creditors, or by any perſon or perſons by or through the commandment, will, procuring, partnerſhip, conſent or knowledge of us or any of us, againſt the tenor, form and effect of this our preſent writing of ſafe conduct, in any ways to be arreſted, ſued, impleaded, vexed, hindered or attached, and thereof be not forth with delivered or defended, that then he the ſaid M.N. his heirs, executors and adminiſtrators, ſhall be by vertue of theſe preſents for evermore clearly acquitted and diſcharged againſt him or them of us, by whom he the ſaid N. ſhall, contrary to the form, effect and true meaning of this our preſent writing and ſafe conduct, be attempted, vexed, ſued, attached, arreſted or hindred, and thereof not forthwith releaſed or defended as aforeſaid, of all manner of actions, ſutes debts and demands whatſoever they be, from the beginning of the world, untill the day of ſuch arreſt, ſutes, attachment or hindrance. In witneſs, &c.

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Another Letter of Licenſe.

TO all, &c. we whoſe names, &c. Whereas A.B. &c. in divers ſeveral ſums of money to us ſeverally is indebted, and hath not wherewithall to ſatisfie us at preſent, and we & every one of us, minding to grant unto him favour and reſpite for the payment of the ſame. Know ye that we the ſaid Creditors and every one of us being moved with compaſſion, and fully reſolved of the good will and deſire which the ſaid A.B. hath to ſee the ſaid ſeveral debts, duties and ſumms of money ſatisfied and paid, Have given and granted, and every one of us for his own proper debt and duty, part and portion ſeverally, Have given and granted, and by theſe preſents, &c. unto the ſaid A.B. by whatſoever name, ſirname or addition he be called or known, ſure, full and free liberty, licenſe and ſafe conduct as much as in us ſeverally is, in ſuch ſort as the ſaid A.B. with all his goods, chattels, debts, duties and other things whatſoever, freely, peaceably and quietly, at his own free choice, election and pleaſure, ſhall and may go, come, abide and ſojourn, paſſe and repaſſe at all and every time and times, from the day of the date hereof, during the term and ſpace of three whole years now next coming, and fully to be compleat and ended. And we the ſaid Creditors, all and every one of us ſeverally for himſelf, his, &c. do and doth ſeverally covenant, promiſe and agree, that we the ſaid Creditors, or any of us, or any other perſon or perſons for us or any of us, or by our or any of our authority, aſſent, conſent or procurement, the ſaid A.B. or any of his goods, chattels or any other thing or things of his, ſhall not nor will not in any wiſe ſue, arreſt, implead, attach, impriſon, endamn, trouble or moleſt, for or concerning ſatisfaction

faction or payment, to be made unto us or any of us of our said several debts and duties, or of any part or parcel thereof, or for any other matter or thing whatsoever, which we or any of us can or may have, pretend or demand, of, for or against the said A.B. or to finde or provide for us any other Sureties or Security, for the satisfaction or payment of the said several debts and other things, or any of them, or any part or parcel thereof, other than all or every one of us now severally have or hath for the same, during the term aforesaid. And further, we all and every of us Creditors aforesaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, he the said A.B. during the term aforesaid, in or by his body, goods or chattels, by us or any of us, or by our, &c. contrary to the true meaning of, &c. to be any ways, &c. sued, &c. the said A.B. his, &c. shall be for evermore by these presents clearly acquitted, &c. against him or them of us, by whom he or they shall contrary and against the tenor, form and effect of these presents, be sued, arrested, &c. of and from all manner of actions, suits, quarrels, challenges, debts, &c. In witnesse, &c.

A Declaration upon a Bond made in a third Persons name in trust.

TO all, &c. I. &c. send greeting. Whereas C. and E. by their obligations, &c. recite the Bond. Now know ye that I the said I. do hereby acknowledge and confesse, that although the said Bond is made and taken in my name, yet nevertheless it is so taken onely upon trust and confidence in me reposed by I.L. of, &c. and E. his wife, and to and for the uses, intents and purposes hereafter mentioned, that is to say, that he the said I.L. shall have, receive and take

take the use and benefit of the said 300 l. during the joynt natural lives of them the said I. L. and E. his wife, and that the said principal summ, with the increst thereof, after the decease of either of the said, &c. is to remain and be to and for the use of the survivor of them, and for no other end or purpose. In witnesse, &c.

A Declaration (by a Wife) concerning the disposition of a summ of money according to a power reserved to her by her Husband, before marriage, well penned.

TO all Christian people, to whom this present writing duplicate indented shall come, I E. T. wife of R. T. of the Parish of, &c. in the County of S. send greeting. Whereas by an Indenture tripartite, made the 12 day of *May* in the sixteenth year of, &c. between the said R. T. by the name of R. T. Citizen and Salter of *London*, of the first part; And me the said E. by the name of E. M. widow, of the second part; And W. H. of the said Parish of St. O. in S. aforesaid, Distiller, T. S. of the Inner Temple, *London*, Gent. and A. of L. Clerk, and N. M. of the Parish of, &c. aforesaid, Clerk, of the third part; In consideration of a marriage then shortly after to take effect between him the said R. T. and me the said E. it appeareth, that at the time of the making of the said Indenture, it was then intended, concluded and agreed betwixt him the said R. T. and me the said E. that I the said E. or any other person or persons, whom I should think good, nominate or appoint (notwithstanding the said marriage should take effect) should and might have the full and free disposing of the sum of one thousand pounds of lawfull money of *England*, and of the benefit and profit thereof, and of every part thereof from time to

time and at all times ensuing the said marriage; and to that end intent and purpose, he the said R.T. by the said Indenture did for himself his heirs, executors and administrators, covenant, promise grant and agree, to and with the said W.H.T.N.J.A. and N.M. and every of them, and the executors and administrators of them and every of them, that he the said R.T. his executors, administrators or assigns, or some one of them, should well and truely satisfy, pay and deliver, or cause to be satisfyed paid and delivered unto the said W.H.T.N.J.A.N.M. or to the Survivors or Survivor of them, or to the executors, administrators or assigns of such Survivors or Survivor, the full sum of one thousand pounds of lawful money of *England*, upon or before the first day of *May*, which shall be in the year of our Lord God 1636. if I the said E. shall be living on the said first day of *May*, or within two years next after the death or decease of me the said E. or within three moneths next after the death or decease of the said R.T. at such of those cases which shall first and next happen, come or ensue after the date of the said Indenture, to be imployed and disposed of to such person and persons, and to and for such use, uses, intents and purposes, according as I the said E. should at any time or times then following, during my life, think good, order, appoint, give, limit, devise or dispose of the same or any part or parts thereof, or otherwise, according to the intent and true meaning of the said Indenture. And it was hereby further covenanted, granted, concluded and agreed upon, by and between all the said Parties to the said Indenture; and the said R.T. did thereby for himself, his heirs, executors and administrators, and for every of them, covenant, promise and grant, to and with the said W.H.T.N.J.A. and N.M. and every of them, and the executors and

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administrators of them and every of them, that the said summ of one thousand pounds, and every part and parcel thereof, should or might from time to time, be quietly had, taken, received and enjoyed unto and by such person or persons, whom I the said E. should at any time or times during my life think good, limit, give, devise, order, appoint or dispose of the same one thousand pounds, or any part or parts thereof, either by my last Will and Testament in writing, or by any writing, purporting or intending to be my last Will and Testament, or by any other writing to be signed with my hand, or to which my mark should be put, in the presence of two or more credible persons as witnesses thereunto, as in and by the said Indenture among other Covenants at large appeareth, which marriage (by the Grace of God) sithence the making of the said Indenture was solemnized and consummated, and no declaration as yet hath been by me made, concerning the disposing of the said one thousand pounds or any part thereof when it shall be due and payable; Now this present writing witnesseth and declareth, that I the said E.T. do hereby express my will and minde concerning the said one thousand pounds, when it shall become due or be paid as aforesaid, to be as followeth, that is to say, if my said husband R.T. be then living, and will become bound for himself, his heirs, executors and administrators, by three several obligations of one thousand marks a piece, unto them the said W.H.T.N.J.A. and N.M. or the Survivours and Survivor of any of them, or the executors and administrators of such Survivours or Survivor respectively and severally, conditioned for the payment unto them of three several equall parts of the said one thousand pounds, at the three such several and respective times or daies, as my 3 children

by my former husband shall attain to the ages next hereafter mentioned, that is to say, K.M. unto the age of twenty years, and T. and W.M. shall attain or come to their severall ages of twenty and one years, that then, the said W.H. T.N. I.N. and N. M. and the Survivors and Survivor of them, and the executors and administrators of such Survivor, shall upon such obligations entred into as aforesaid, quietly suffer him the said R T. to detain in his hands the said one thousand pounds, and every part thereof, untill such severall daies and times, as the same shall be payable by the several conditions of the said obligations, so to be entred into by him as aforesaid, without paying or allowing any interest or consideration for the same, and the said one thousand pounds, so payable by such obligations or conditions of them, and by me dispensed withall as aforesaid, or otherwise sooner payable by the said recited Indenture, if my said husband shall dy, viz. within three moneths after his death, (in which case of the death of my husband, I do give no manner of dispensation for the payment thereof) I do hereby also concerning the same expresse, assign and appoint (If I shall not otherwise hereafter declare and appoint) that is to say, that the said one thousand pounds (and the whole proceed thereof, not disposed of as aforesaid) shall be, come and redound, to and for the use and benefit of my said three children, for them severally and respectively to have and receive immediately after and upon their severall ages above mentioned, by such several and equal third parts as aforesaid. Provided alwaies, and it is my meaning, and I do hereby appoint, that if any of my said children shall happen to dy before any of their several and respective ages above mentioned, that then such third part of the said thousand pounds, as should otherwise

have

have been payable unto such childe, shall remain and be paid by equal portions unto the Survivors of them; and if one of them onely survive, and the other two both of them happen to die before such their several ages, then both the parts hereby allotted unto them, shall wholly accrue and come unto such surviving childe onely. And if all my said children shall dy before they come to their said several ages, then my will and meaning is, that the said one thousand pounds, and the whole proceed thereof, shall come and be paid unto my loving husband before named, his executors, &c. if I shall not otherwise hereafter dispose of the same, according to the power and authority to me reserved, given and appointed by the said recited Indenture. In witnesse, &c.

An Indenture reciting a Lease for a year, and a Grant of a Reversion upon trust, to several uses, reserving power to make Leases and to revoke the trust.

THis Indenture made, &c. between A.B. and C.D. of the one part, and E.F. and G.H. of the other part, witnesseth, that whereas the said A.B. and C.D. by their Indenture bearing date, &c. made between the said A.B. and C.D. of the one part, and the said E.F. and G.H. of the other part, did bargain and sell unto the said E.F. and G.H. their executors, administrators and assignes, all that, &c. to have and to hold all and singular the said mannor, messuages, lands, &c. unto the said E.F. and G.H. their executors, administrators and assignes, from the Feast of S. *Michael* the Archangel last past, before the date of the said recited Indenture, unto the full end and term of one whole year from thence next ensuing and fully to be compleat and ended, yielding and paying therefore unto the said A.B. and C.D.

their heirs and assigns, the rent or summe of 5 s. of lawfull money of *England*, on the Feast day, of the Nativity of St. *John Baptist* now next ensuing, as by the said Indenture may more better appear, by vertue whereof, and of the statute for transferring of uses into possession, the said E.F. and G.H. were and yet are possessed of the said mannor, lands, tenements and hereditaments, with all and singular the premisses with their appurtenances. Now this Indenture further witnesseth, that the said A.B. for divers good causes and considerations him hereunto moving, and the said C.D. by the expresse direction and appointment of the said A.B. hereby testified, have granted, released and confirmed, and by these presents do grant, release and confirm, unto the said E.F. and G.H. their heirs and assigns, all and singular the said mannor, messuages, lands, tenements, mills, hereditaments and premisses, before in these presents particularly mentioned, or which in and by the said recited Indenture were bargained and sold, or meant, mentioned or intended to be hereby bargained and sold to them the said E.F. and G.H. as aforesaid, with all and every of their appurtenances, together with the said rent of 5 s. hereby reserved, and the reversion and reversions, remainder and remainders, of all and singular the said mannor, messuages, lands and premisses, and every of them, and every part and parcel thereof, and all their and either of their estates, right, title, interest, use, possession, reversions, remainder, claim and demand whatsoever, of, in and to the said mannor, messuages, mills and premisses, and every of them, and every part and parcel of them, To have and to hold all & singular the said mannor, &c. and every of them, with all their and every of their appurtenances, unto the said E.F. and G.H. their heirs and assigns, to the severall

vsall uſes, intents and purpoſes hereafter in theſe preſents mentioned, that is to ſay, to the uſe and behoof of the ſaid A.B. during his natural life, without impeachment of any waſte, and with liberty and power to commit any waſte, and after his deceaſe to the uſe and behoof of I.B. now wife of the ſaid A.B. and the ſaid E.F.G.H. and C.D. their heirs and aſſigns for ever, upon ſpeciall truſt and confidence that they the ſaid I.B. E F. and G H. or the Survivor or Survivors of them and their heirs, ſhall and will make ſale of all the ſaid lands and premiſſes to the beſt advantage, and to diſpoſe of all ſuch ſumm and ſumms of money which ſhall be raiſed hereby, in ſuch manner, and to ſuch purpoſes as the ſaid A.B. ſhall in his life time by any writing to be by him ſubſcribed and ſealed in the preſence of two credible witneſſes or more, or by his laſt Will and Teſtament in writing, declare or appoint. Provided alwayes, and it is hereby agreed, by and between all the Parties to theſe preſents, and by them declared to be their true intent and meaning, that it ſhall and may be lawfull, to and for the ſaid A B. at any time or times during his naturall life, to make any demiſe, leaſe or grant, demiſes, leaſes or grants by Indenture or Indentures, of all or any part of the ſaid mannor, meſſuages, &c. either in poſſeſſion or reverſion, or otherwiſe to any perſons whatſoever, for any term or terms of years, or for the life or lives of any one or more perſon or perſons, or for any term or terms of years determinable upon the death of any one or more perſon or perſons, or for any other term or terms whatſoever, with or without any rent or otherwiſe howſoever, as by the ſaid A.B. ſhall be thought fit and convenient, and that from and immediately after the making of ſuch demiſe, leaſe or grant, demiſes, leaſes or grants, the ſaid E.F and G.H. and their heirs

during life of the ſaid A.B. and after his death they the ſaid I A.E. F. G:H. and C.D. and the Survivor or Survivors of them, and their heirs, ſhall ſtand and be ſeized of ſuch part, and ſo much of the ſaid manner, meſſuages, lands, tenements and premiſſes, as ſhall be at any time or times hereafter leaſed or demiſed as aforeſaid, to the uſe of ſuch perſon or perſons reſpectively, to whom the ſame, or any ſuch demiſe, leaſe or grant ſhall be ſo made, for ſuch eſtate, term and intereſt, and in ſuch manner and form as the ſame ſhall ſo happen to be leaſed or demiſed, according to the true meaning of theſe preſents, and of every ſuch demiſe and leaſe, ſo that ſuch leſſees or grantees, during his or their ſeveral leaſe or leaſes, grant or grants or intereſts, do pay or cauſe to be paid the rents or ſumms of money reſerved or appointed to be paid, and expreſſed in and by the Indenture of his or their ſaid leaſe or grant, to ſuch perſon or perſons, to whom the ſame from time to time ſhall by the purport and true meaning of theſe preſents belong or appertain according to the purport and true meaning of the ſame leaſes, any thing before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is further agreed by and between all the parties to theſe preſents, and by them declared to be their true intent and meaning, that if the ſaid T.G. ſhall at any time during his natural life be minded to alter, change or make void all or any the uſe or uſes, truſt or truſts hereby declared, or any of them, and ſhall to that purpoſe by any writing to be by him ſealed in the preſence of two or more credible witneſſes, declare and ſignifie ſuch his mind and intention, that then and from thenceforth, from and after ſuch ſignification and declaration ſo to be made as aforeſaid, ſuch of the uſes and truſts hereby limited, of, for and concerning

erning the ſaid lands and premiſſes, and the profits of them, or of or concerning ſuch part, and ſo much thereof, concerning which ſuch declaration ſhall be made, ſhall ceaſe, determine and become utterly void, fruſtrate and of none effect, and that then and from henceforth the ſaid E.F. and G.H. and their heirs, ſhall ſtand and be ſeized thereof, or of ſuch part thereof, concerning which ſuch declaration ſhall be made, to and for ſuch uſes as ſuch declarations ſhall limit, declare and appoint the ſame, and for default of ſuch declaration or limitation, then to the uſe, benefit and behoof of the ſaid T.G. his heirs and aſſignes, and to or for no other uſe, intent or purpoſe whatſoever, any thing before herein contained to the contrary thereof in any wiſe notwithſtanding.

Memorandum, that after the ſealing and delivery of the bargain and ſale within mentioned, by the ſaid A.B. and C.D. to the within named E.F. and G.H. and after that the ſaid E.F. and G.H. had accepted of the ſaid bargain and ſale, and had ſealed and delivered the Counterpart thereof as their act and deed, then this preſent deed was ſealed and delivered by the within named A.B. and C.D. in the preſence of, &c.

An Aſſignment and Letter of Atturney of ſeveral Bonds.

TO all Chriſtian people to whom theſe preſents ſhall come, I T.G. of, &c. ſend greeting. Whereas I.I. of, &c. L.H. of, &c. and Sir W H. of, &c. in & by their obligation, bearing date the, &c. do ſtand jointly and ſeverally bounden unto me the ſaid, &c. in the ſum of 800.l. with condition thereupon endorſed for the payment of 406.l. on the thirteenth day of

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December, then next ensuing the date of the said obligation, at or in the then dwelling house of W.C. in &c. and whereas also T.B. Esquire, Sir E.S. Knight, and Sir T.M. Knight, in and by their obligation bearing date the, &c. do likewise stand bound unto me in the summ of 600 l. with condition thereupon endorsed for payment of 310 l. on the nineteenth day of *November* then next ensuing the date of the said obligation, at or in the, &c. and whereas also, &c. as in and by the said several recited obligations more at large it doth and may appear. Now know ye that I the said T.G. for divers good and valuable considerations me hereunto especially moving, have granted, assigned and set over, and, &c. to W.P. of the middle Temple *London*, Gent. all and singular the bonds and debts aforesaid, and have made, assigned, constituted, and ordained, and in and by these presents, do make, assign, constitute and ordain the said W.P. my true, lawfull and irrevocable Attorney, in my name, but to the onely proper use and behoof of him the said W.P. his executors and administrators, to ask, demand and receive of the said several obligors bound by the said recited obligations, the said several summs of money in the said recited conditions mentioned respectively, giving and by these presents granting unto my said Attorney full power and authority, if need shall be, to sue, arrest attach, implead, condemn and imprison the said parties obligors, and every of them, and their or every or any of their bodies, goods and chattels in execution to take, and out of execution to deliver, either upon satisfaction, composition, or otherwise at the will and pleasure of my said Attorney, acquittance, or any other discharges in my name to seal and deliver, Attorney or Attorneys, one or more under him the said W.P. his executors or administrators to

make,

ake, substitute and revoke, and generaly to do, execute, prosecute and determine all and every other act and acts, thing and things whatsoever, which is or about the premisses, or any part thereof, shall be needfull, necessary or convenient, as fully, wholy and effectually, and in as large and ample manner and form, to all intents and purposes, as I the said T.G. my executors or administrators, might or could do personally without any accompt thereof to be yielded to me, my executors or assigns, and whatsoever my said Attorney shall do or cause to be done, in, about, or concerning the premisses, I do by these presents ratifie, confirm and allow the same and all do for my self, my executors and administrators covenant, &c. to and with the said W.P. his executors and administrators, that the said recited obligations, and every of them, now are and stand in full force and effect, and that neither I, my executors and administrators shall not nor any time hereafter acquit, release or discharge them, nor any of the moneys due upon the aforesaid obligations, or any of the said Parties obligors bound in and by the said recited obligations, or any of them, their or any of their executors or administrators, or any of them, of and from the same, or the sums of money in them or any of them mentioned, or any part thereof, without it be by the consent of the said W.P. his executors or administrators in writing. And further, that I the said T.G. my executors, & administrators, shall and will ratifie, confirm and allow all such lawful actions and suits, and other things whatsoever, as he the said W.P. his executors, administrators or assigns, or any of them, shall at any time hereafter, bring, sue, commence, prosecute or proceed in or against the said parties obligors bound in or by the said recited obligations, or any of them. And lastly, that I, my exe-

cutors

tors or administrators, shall upon every reasonable requeſt of the said W.P. his, &c. give to the said W.P. his, &c. such further letter or letters of Attorney, & power for the receiving and recovery of the debts aforesaid, and every of them, as by the said W.P. his executors or administrators shall be reasonably demised & required.

A Condition upon the granting of a toties quoties for a Replevin.

WHereas the above-named G.S. by virtue of his office, as steward of the mannor of S. above-named, hath granted forth a precept for the replevying and delivering of one bay Gelding of the goods and chattels of the above-bound G.S. unto him the said G. being now impounded by N. out of his leaſe of ground in, &c. and also to replevy the said Gelding for the said G. so often as he shall be impounded by the said N. or any of them; Now therefore the condition, &c. that if the said G.S. with effect do prolecute the said action and all other such actions as shall be brought by him for the impounding of the said Gelding, and return the same so oft as return by law thereof shall be adjudged, and him the said G. from time to time, and at all times hereafter, do and shall well and truly save, defend and keep harmleſſe and indemnified against all men for and concerning the granting of the said Replevin, that then, &c.

A Condition that a Lords Bailiff shall give a true account of his Bailiſhip.

THe Condition, &c. that whereas the Right Honourable, &c. hath constituted and appointed the above-bound I.S. to be Bailiff in his mannor of, &c. and collector of his rents, revenues, perquiſites

and

and profits there, during his Lordships pleasure; if therefore the said J.H. by himself or his sufficient deputy do and shall from time to time, for and during the continuance and exercise of and in the said place and office, demean himself therein, without voluntary concealment, fraud or deceit, towards his said Lordship, and do and shall yearly during such his continuance and exercise at the audits to be kept for his said Lordship, yield and make true and just accounts to the auditor for the time being, of the said manor and premisses, and also make current payment and satisfaction to his receiver of the premisses for the time being, or other officer or officers in that behalf to be authorized and appointed, at or before every such audit and audits, of and for all and every such sum and summs of money, rents, revenues, fines, fees, goods, chattels, profits and perquisits, as they shall have come to the hands of the said I.S. his deputy or deputies, or as he or they ought justly to be charged withall to his said Lordship, for or in respect of the said office or place, that then, &c.

A Condition to pay Childrens Portions and shares of their deceased fathers Estate.

THE Condition, that if the above bound R.Y. his, &c pay and deliver, or cause to be paid and delivered unto the above-named W. E. and M. natural children of the above-named N. late of R. aforesaid, their late Father deceased, their several filial portions, or childes parts of the goods and chattels of their said late Father deceased, according to the Inventory thereof, and also accompt and render unto them their just shares of all other their rights due unto them by virtue of the last Will and Testament of their said Father, when they come to the full age of twenty

twenty one years, or happen to be married, and also honestly, according to their degrees educate, and bring up the said Children during the time of their nonage, with meat, drink, apparel and learning; and if it happen any of the said Children to dy before they come to full age, or to be married, then if the said R.Y. do content and pay the portion, and other rights of him, her or them so dying, to whom the law shall appoint the same to be paid, or who by proximity of bloud ought to have it, and also save and keep harmlesse the above named, &c. Commissary, and all other his Officers, that then, &c.

A Condition that the Heir shall make no claim.

THe Condition, &c. that whereas R.G. of, &c. father of the above bound R. is possest of one messuage or tenement, and certain customary lands thereunto belonging, holden of the Right Honorable, &c. as of his Mannor of, &c. called or known by the name of, &c. now in the occupation of, &c. out of which messuage or Tenement, is issuing the yearly rent of, &c. and whereas the said R. the Son, for and in consideration of a certain competent summ of, &c. to him the said R. by the said I. well and truly contented and paid, whereof and wherewith the said R. acknowledgeth himself fully satisfied, hath granted and agreed that the said I. (by and with the consent of the said R. the Father) shall have and enjoy to his own use for ever, the said messuage or tenement, lands and premisses, and all the state, right, title and interest, which the said R. the Son now hath, or at any time hereafter may, might, should or ought to have, of, in and to the same, from, by or under the right, title or interest of the said R. the Father, or as heir unto him; if therefore the said R. the

Son

…, his, &c. nor any of them, do not at any time hereafter make or cauſe to be made any claim or demand, of, in or to the ſaid meſſuage or tenement, and premiſſes, or any part thereof, from and after the decaſe of his ſaid Father, but do permit and ſuffer the ſaid I. G. his, &c. and every of them, to have, poſſeſſe and enjoy, to his and their own uſe for ever the ſaid, &c. and every part thereof, without any let or diſturbance of or by him the ſaid R. the ſon, his, &c. or of or by any other perſon or perſons, or by his, their or any of their acts, means, conſents or procurements, clearly releaſed, acquitted and diſcharged of and from all incumbrances whatſoever, by him, them, or any of them had, made, committed or done, or to be had, made, committed or done in any wiſe, that then, &c.

Condition to appear before Juſtices of the Peace, &c.

CONdition, &c. that if the above bound S. T. do perſonally appear in the cuſtody of the Bailiff within written, or his deputy, before the Juſtices, &c. the Monday next after the Nativity of S. *John Baptiſt*, in the Town of, &c. to finde there before the ſaid Juſtices good and ſufficient Sureties for the Peace, and to behave and bear himſelf well and peaceably againſt, &c. and in the mean time keep the Peace of the Common-wealth, and from henceforth ſave and keep harmleſſe the within named, &c. for and concerning the premiſſes, that then, &c.

A

A Condition to ſuffer ones Wife to make a Will, and t
ſurrender a Copy-hold to his and her uſe.

THE Condition, &c. that whereas there is a mar
riage, &c. Now if the ſaid I. F. do and ſhal
after the Celebration of the ſaid marriage, and du
ring the coverture, permit and ſuffer the ſaid F.S. t
make her laſt Will and Teſtament in writing or other
wiſe, and by the ſame to give and diſpoſe of th
goods and chattels or ready money of him the ſai
I.F. to the value of, &c. or under, at her will an
pleaſure, to ſuch perſon and perſons, and for ſuch in
tents and purpoſes as ſhe the ſaid S. ſhall by the ſam
Will nominate and appoint, and alſo if the ſaid I. F.
his, &c. (after the ſaid Will ſhall be ſo made an
publiſhed under teſtimony of ſufficient witneſſes) do
and ſhall well and faithfully execute and perform th
ſame Will, or ſuffer the ſame to be duly executed an
performed, according to the intent and true meanin
of the ſaid S F. and alſo if the ſaid I.F. do and ſha
at the next Court to be holden for the mannor of, &c
ſurrender into the hands of the Lord of the ſai
mannor, according to the cuſtome of the ſame, a
that his manſion-houſe, &c. to the uſe and behoo
of the ſaid I.F. and S F. for and during their natura
lives, and the life of the longeſt liver of them, an
after the deceaſe of the Survivor of them, then to the
uſe and behoof of, &c. that then, &c.

Letter of Attorney to receive money due upon several Bonds, allowing the Attorney his reasonable charges, and out of that money which he shall receive, to satisfie himself of such moneys as are due to him for him which makes this Letter.

TO all men to whom these presents shall come, W. R. of *Tatterſel* in the C. of *Lincoln* Yeoman, sendeth greeting. Know ye that I the said W.R. for ers good, sufficient, and reasonable causes and consirations me hereunto moving, but especially for and respect of certain several sums of money heretofore e paid by C.H. of T. in the said C. of *Lincoln* ntleman, have authorized, constituted, nomi-ed, made and ordained, and by these presents, authorize, constitute, nominate, make, ordain, in my place put the said C.H. my true, faithfull, full, undoubted and irrevocable Attorney, from eforth for me and in my name to ask, receive, ga- and take all such sum and sums of money, as are dy due, or hereafter shall or may become due unto the said W from any person or persons herein here- mentioned and expressed; as also all such sum and ns of money, as were due unto E. my now wife, her widowhood, or hereafter may or shall be due her, by any person or persons whatsoever, & here-hereafter mentioned & expressed, by virtue of any bond, or any other writing or ways whatsoever, is to say, to ask, gather, receive and take of A. of C. in the C. of E. Yeoman, the summ of ten unds of lawfull *English* money, due unto me by vir- of one bond or writing obligatory, from the said B. to me the said W.R. dated the last day of *June* past, before the date hereof, as in & by the condi- of the said obligation, reference being thereunto

R had,

d, more plainly and at large it doth and may appear,
and also fourty shillings of lawfull English mony, from
&c. Then name every particular summ, and set them
down according to the several names, sums and dates
as they are, and insert these covenants following, as in
and by the several conditions of the said bonds, where-
unto relation being had, more plainly and at large it
doth and may appear: for the recovery of all which
said several sums of money, which shall arise or grow
due unto me the said W R. by vertue of any or either
of the said bonds, yet arrear, due and unpaid, I do
by these presents give full power and authority unto
the said C. H. for me, and in my name, and to my use
as aforesaid, to receive, & upon non-payment of them
or any of them, to bring, sue & prosecute for me & in
my name, all and all manner of actions whatsoever, as
well real as personall, & the same to prosecute and fol-
low by sute, arrest, imprisonment, judgement, con-
demnation, execution or otherwise: And one Attor-
ney or more for the doing of the premises to make
and the same at his will and pleasure to revoke, & new
in his or their place to be put, in as large and ample
manner as I might do if the same were by me in pro-
per person done, commenced, sued or taken, to the on-
ly benefit and behoof of me the said W. R. allowing
to the said C. out of the said sum or sums of money
so by him received, his reasonable, lawful and necessary
expences and charges laid out or disbursed in hand or
otherwise, in and about the recovery, getting and pro-
curing of the said sums of mony, or any of them, with
allowance & payment of all such reckonings, sum and
sums of money as are due to him the said C. by me the
said W. as shall or may appear upon any reckoning,
bill, bond or otherwise, under my hand and seal, or
by sufficient witness. And I do by these presents co-
venant, promise and grant, to and with the said C. his

execu

executors, &c. that I, my heirs and assignes, shall and will at all times hereafter, ratifie, confirm and allow whatsoever my said Attorney shall do or cause to be done, in or about the premisses. In witnesse, &c.

A *Copy of a Lease to try a Title.*

THis Indenture made, &c. between, &c. Witnesseth, that the said A.B. for divers good causes and considerations him thereunto especially moving, hath demised, granted, and to farm-letten, and by these presents, doth demise, grant and to farm-let unto the said W.M. all that messuage or tenement with the appurtenances, situate and being in N. aforesaid, and all Houses, Edifices, &c. now or late in the tenure or occupation of C.D. or his assignes, To have and to hold the said messuage or tenement, and premisses, with the appurtenances, before by these presents mentioned to be demised, &c for 3. years or more, &c. yielding and paying, &c. being lawfully demanded: Provided always, and upon this condition, that if the said A.B. his executors, administrators or assignes, or any of them, do well and truly pay or tender, or cause to be tendred or paid to the said W.M. his executors, administrators or assignes, at any time, during the continuance of this present demise, the sum of 12, of lawful *English* money, that then and from thenceforth this present Indenture, and every article & thing herein contained, shall be utterly void and of none effect: And that then also and from thenceforth it shall and may be lawfull to and for the said A.B. his executors, administrators and assignes, or any of them, into the said messuage or tenement and premisses, with the appurtenances, and in every part and parcel thereof, to re-enter, and the same to have again, repossesse & enjoy, as in his & their former estate, any thing in these presents contained to the contrary thereof

containing in any wise notwithstanding. In witnesse whereof, &c.

A discharge made to the Sheriff (for a Prisoner) from him to whom the Prisoner is indebted.

KNow all men by these presents, that I A.B. of C. in the C. of D. have remised, released, acquitted and discharged, and by these presents do for me, my heirs, executors, administrators and assignes, remise, release and fully and absolutely acquit and discharge T. I. high Sheriff of the C. of L aforesaid, and I. B. his under-Sheriff, their heirs, executors and administrators, of & from all & all manner of escapes as well voluntary as negligent, & of & from all actions, cause and causes of actions, for or concerning the enlarging or setting at liberty of the body of I.S. taken at my sute by virtue of a *Capias ad satisfaciendum* to the said Sheriff directed of 8.l. debt, and 15.s. costs of sute, returnable in the Court of Common-pleas, in *Hillary*-term last past, and I the said A.B. do hereby discharge the said Sheriff from all actions, reckoning, duties and demands whatsoever, concerning the executing of the said *Capias ad satisfaciendum*. In witnesse whereof, &c.

An Indenture of Partition, where two have taken a joynt Lease of Messuage and Lands, &c.

THis Indenture made the 5. day of *June* in the year of our Lord God, according to the account used in *England*, one thousand, six hundred, fifty and one, between A.B. of, &c. of the one part, and C.D. of, &c. of the other part, Whereas the said A.B. and C.D. do hold jointly for term of certain years, yet enduring and unexpired, all that messuage, tenement or farm-house called, &c. situate in B. in the County of, &c. & all Houses,

Edi-

edifices, buildings, barns, ſtables, orchards and gardens thereunto belonging, with their appurtenances, and alſo all thoſe ſeveral cloſes of arable land, called or known by the name of, &c. and containing by eſtimation, &c. and all that great meadow, ſituate, &c. containing, &c. and all thoſe parcels of Cow-paſture, next adjoyning to, &c. called, &c. and containing, &c. And all that parcel of wood-ground called B. wood, with divers other parcels, with all and ſingular profits & commodities thereunto belonging or appertaining, by one Indenture of demiſe, bearing date the, &c. made between W L of, &c. Gent. of the one part, and the ſaid A.B. and C.D. of the other part, yielding and paying therefore the yearly rent of, &c. at two uſual days of payment in the year, that is to ſay, &c. by equal portions: And the ſaid A.B. and C.D. do thereby covenant to pay the ſaid rent of, &c. in manner, &c. and alſo for and during the ſaid term to repair the ſaid meſſuage and all other the premiſſes, as alſo the hedges, ditches and mounds belonging to the demiſed premiſſes, and at the end of the ſaid term, do covenant to leave the ſame well and ſufficiently repaired into the hand of the ſaid W.L. his, &c. as in and by the ſaid Indenture of demiſe, relation being thereunto had, it doth and may more fully and at large appear.

Now this Indenture witneſſeth that the ſaid A.B. and C.D. have with their full and whole conſent, and by and with the advice and aſſiſtance of E F. of, &c. and G H of, &c. by them reſpectively choſen for that purpoſe, made an equal diviſion and partition of the ſaid demiſed premiſſes, into two equal parts or moyties, to the end, intent and purpoſe that the ſaid A.B. and C.D. and their ſeveral and reſpective Executors, &c. may have, hold, occupy, poſſeſſe and enjoy the ſaid equal parts and moyty of the ſaid demiſed premiſſes, during the remainder of the ſaid term, in manner and

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form following, that is to say, that he the said A.B. his Executors, &c. shall and may during the remainder of the said term, have, hold, and enjoy the moyety, partition or half-part of the said Messuage or Tenement, Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, lands and premisses, as the same are divided and set apart as aforesaid, that is to say, all those several rooms situate at the West end of the said demised Messuage, called by the names of the, &c. the, &c. the, &c. and all that great barn situate at the, &c. and all that, &c. (so naming every parcel, as allotted) in full recompence of his due part and portion between them, of the said demised premisses, and that the said C.D. his Executors, &c. shall during the remainder of the said term, have the other moyty, partition or half-part of the said Messuage or Tenement, Houses, &c. as the same are divided and set apart as aforesaid, that is to say, all those several rooms situate at the East end of the said Messuage, &c. (as above name the parcels) in full recompence of his due part and portion between them of the said demised premisses: *To have and to hold*, to either of the said parties, their Executors, &c. severally as is abovesaid, from the day of the date hereof, unto the full end and term of, &c. And it is covenanted, granted and agreed by and between the said parties, that the said yearly rent of, &c. to be due to the said W L. or his assignes, from time to time during the continuance of, &c. shal be equally paid between them the said A.B. and C D. their executors, administrators, and assignes, as tenants of the said demised messuage & other the premisses, from time to time, during the said term, either of them for the said part and portion allotted as is aforesaid. And the said A. B. for him, his, &c. doth covenant, promise and grant, to and with the said C D. his, &c. to save, defend and keep harmlesse and indemnified the said C.D. his executors, &c. of and

from

from all prejudice, losse or dammage which shall happen or come unto him the said C.D. his, &c. for or by reason of any breach of any of the covenants and agreements specified and comprized in the said Indenture of Lease, or other thing whatsoever which shall or may be had, made, done, committed, omitted or suffered by him the said A.B. his, &c. for or in respect of the said moyty or half part of the demised premisses, or any part thereof: And the said C.D. doth for him, his, &c. covenant, promise, grant and agree, to and with the said A.B. his, &c. *ut supra.*

And for the true keeping, performance and observation of all and singular the said partitions, covenants, conditions, payments, agreements, and articles herein before expressed, either party bindeth himself, his heirs, executors and administrators, to the other by these presents in the summ of, &c. In witnesse, &c.

Judg Cook *his Articles which the chief Constables of every Hundred are to observe and answer unto, at the beginning of every Assize, viz.*

1. *Inprimis*, what Felonies have been done within their Hundred from the Assizes next before, against whom, and at what time, and wherefore, and what pursute hath been made for the Felonies, and in whom default of pursute of Felonies hath been?

2. *Item*, what Vagrant and suspected persons have been apprehended within that time within their Hundred, and what hath been done with them, and by whose default any such persons have escaped from apprehension, & how the watches have been kept in every Towneship, between the *Ascension* and *Michaelmas*?

3. *Item*, what Recusants are within their Hundreds, and come not to the Church according to the Law?

4. *Item*, what decay of houses, of husbandry, hath been since the beginning, &c. within their Hundred,

which had twenty acres of land, meadow and pasture, to them, when decayed, and by whom?

5. *Item*, what grounds within your hundreds that have been used to be tilled ordinarily, any twelve years since the beginning, &c. been turned from Tillage to Pasture, by whom, and when?

6. *Item*, how many Ale-houses be in that Hundred, and in what places, and where they be; how many be licensed, and by whose license, and how many without license, and who they be, and whether punishment have been done to the offenders, according to the Statute?

7. *Item*, whether such Ale-houses as are licensed, do observe the articles prescribed to them?

8. *Item*, who have made any ingrossing, fore-stalling, or regrating within their Hundred, and whereof, and where put in ure?

9. *Item*, who they be that make mault to sell, of corn not being of their own tilth or rent-corn, not being licensed thereunto, according to the Statute lately made?

10. *Item*, to observe and answer how Vagabonds are taken up and punished, and to see how the impotent poor are provided for, without being suffered to wander abroad for relief out of the Parish.

11. *Item*, you shall inquire of what value and sufficiency of estate and discretion, the Petty Constable is within every several Town within his County, that hereafter no man be admitted to be a Petty Constable, except he be a Subsidy man and of good understanding.

12. *Item*, you shall inquire and present all Masters that shall retain their servants out of the general pety Sessions, or give greater wages than shall be set down by the Justices, and whether the pety Sessions be duly kept at the times accustomed, so as none may be re-

retained but in pety Seſſions, except it be in caſes of neceſſity, and then the ſaid retainer to be known unto the chief Conſtable of the Hundred, and to be entred into their book.

13. *Item*, you ſhall give warning to every pety Conſtable, that every one in his or their ſeveral Pariſh or limit do take heed that no cottage be newly builded, that every Conſtable when he ſhall ſee any ſtuff or ſtone, clay or timber provided by any inhabitant within his Pariſh, and minded to build a cottage, ſhall ſpeedily give notice thereof to the Juſtices of Peace for that limit, that the ſaid Juſtices of the Peace may take preſent order for the ſuppreſſing thereof.

14. *Item*, if any Lord or freeholder, out of his private devotion or otherwiſe, ſhall build or erect any cottage not laying thereunto four acres of land according to the Statute, then the Juſtices of the Peace ſhall take order, that the ſaid Lord or freeholder ſh. ll maintain the poor that ſhall inhabit in the ſaid cottage, and if the ſaid Lord or freeholder ſhall refuſe ſo to be ordered, then the ſaid Juſtices of the Peace ſhall take recognizance of ſuch Lord or freeholder, for their appearance at the next Aſſizes and general Goal delivery, to anſwer for his refuſal and contempt, in for the building of the ſaid cottage.

15. *Item*, you ſhall make diligent inquiry, what unlawfull games, drunkenneſſe, whoredom, incontinency, evil, vile and other diſorders, be committed by Maſters of houſholds in their ſeveral families, or by their children or ſervants for want of good government of the houſholders, and to preſent the ſame, for that upon the good ordering of private families the Common-wealth doth depend:

16. *Item*, you ſhall make diligent inquiry, what ſervants before the time they were retained to ſerve, were turned out of ſervice, and for what cauſe the ſervant

vant is ſo turned away; for that thereby many become rogues, and idle perſons, and to preſent the ſame, to the end Maſters may be puniſhed for ſuch offence, according to their demerit in that behalf.

17. *Item*, to inquire of all purveyours and ponlterers which buy any victuals, and ſell the ſame again at unreaſonable rates.

18. *Item*, to inquire of all Dove-houſes erected or maintained by any not being Lord of the mannor, or Parſon of the Town.

Points of Law by R. O. concerning Lord and Tenant, &c.

1. IF the Lord take away any part of the demiſed premiſſes, and exclude the Tenants by wals, &c. it is an extinguiſhment of his rent.

2. If a Landlord covenant with his Tenant to rebuild any Room, and do not, whereby the Tenant receiveth loſſe, the Tenant may have an Action upon the caſe, upon his Parol-covenant, wherein he may recover what he can prove himſelf damnified.

3. If the Landlord hath manure lying in the ground of the Tenant, & except it not at the demiſe, the Tenant may diſpoſe the ſame as he ſees cauſe for his own conveniency; for being a place for a manure hill, the Tenants neceſſity will require uſe of it; and that the Tenant may better and ſafer diſpoſe it, let him mix ſome of his own manure with it, and then he may either ſell it, or lay it upon what ground he will.

4. The Landlord digs a Saw-pit, &c.

After the ground let, it is the Tenants, and he may have an Action againſt any that during that time without his conſent meddles with it.

5. The Landlord after the demiſe, lops, tops, cuts and ſels Timber, Willows, Sallows, Thorns and other wood; during the Leaſe the Landlord cannot without con-

ſent of the Tenant meddle with the Woods not ing excepted in the Leaſe.

6. The Tenant may cut any Water boughs, horns, Willows, Elders, &c. for neceſſary Hedg- ot and Fireboot, but not to ſell; and if he ſell hes, 'tis an Action of Waſte in the Tenant.

7. If the Landlord lay Hay in any Room of the nant, &c. and the Tenants man or maid or himſelf der his Cattle with it, what remedy hath the Land- rd againſt the Tenant, and the Tenant againſt the ndlord?

An Action lyeth againſt the Lord for laying his Hay re; but the property of the Hay there is ſtill not- ithſtanding in the Landlord; and if the Tenant fod- his Cattle with it, the Lord hath his Action.

8. If a man let a Cow to hire, and after take her to Market to ſell, and do not, an Action of Treſpaſſe th againſt the Owner for driving of her to the ket.

9. If he to whom the Cow is letten ſell the Cow, d tender the money to the Owner, what danger to n that ſold her?

The Cow is to be returned, and not her price; and the Lord refuſe the price, he may bring his Action, ſhall recover but her worth.

10. If the Lord promiſe to put in repair any ſes, &c. and do not, if any of them fall down for t of mending, what remedy hath the Landlord inſt his Tenant for not repairing the ſame?

An. If any of thoſe things that the Lord was firſt to in repair, and did not, decay, the Tenant is not nd to repair them: & if by permiſſion they com to e, it is the Landlords fault, and the Tenant is free.

11. If the Landlord promiſe to fence in a piece of nd, where the Tenant is to ſow Hemp and Corn, do not, but ſo as the Tenants goods cannot be

kept

kept out, but deſtroy his Corn.

An Action upon the caſe lyeth againſt the Lord upon the promiſe.

12. Cutting up timber-trees, fruit-trees, hedge-row-trees that ſhelter the houſe, are waſt; the Tenant hath intereſt in the reſt, if not excepted.

13. A.B hath his horſe ſtrayed from him, and findes him in the cuſtody of C.D. and demands him of C.D finding him in C.D. his draught, and C.D. will not deliver him without 8.d. *per* week allowance, and by delays detains the horſe till the year be expired.

A.B. may recover his horſe by Detinue or Action upon the Action of Trover and Converſion, wherein he muſt prove the property of the horſe to be his and the other will be allowed fitting recompence for his food, but no longer than untill he was owned, and amends tendred.

14. If a Tenant upon an arbitrement give a Releaſe to the Landlord, whether will that Releaſe free any other that the Landlord hath cauſed to wrong the Tenant?

An. For any thing that any other hath done joyntly with the Lord wherein the Tenant was endamaged, this Releaſe may be pleaded in Law, but not in actions done by any other without the Lord joyning.

A Charter-party with extraordinary Covenants and clauſes therein contained.

THis Charter-party made and indented the third and twentieth day of *Auguſt*, in the year of our Lord God, one thouſand, ſix hundred, thirty and eight according to the new ſtile, between H.C. of *Slego* in the Kingdom of *Ireland* Merchant, of the one part, and R.T. of *Newcaſtle* upon *Tine*, Maſter under God

the good Ship called the *William* of *New-caſtle*, bur-
then fourſcore Tuns or thereabouts, of the other part,
witneſſeth that the ſaid Maſter hath letten to Freight
his ſaid Ship unto the ſaid Merchant, and that the ſaid
Merchant hath hired her for a voyage (by Gods grace)
to be made in manner and form following, that is to
ſay, the ſaid Maſter, for him, his executors adminiſtra-
tors and aſſigns, doth covenant, promiſe and grant unto
and with the ſaid Merchant, to take, receive and load in
the ſaid Ship, the *William*, all ſuch goods and Merchan-
dizes, as the ſaid Merchant ſhall pleaſe to put aboard
her, and the ſaid Ship can conveniently carry over
and above her victual, tackle and appurtenances, and
with the next good wind and weather which God
ſhall ſend to depart hence and ſail directly for the Il-
lands of Scotland, called by the name of the Liewes,
to a port lying therein called L. of Holliard, or to any
other convenient Port or Harbour in the ſaid Liewes,
where other Shipping goeth to take in fiſh, and the
ſaid Merchant ſhall appoint, and there with all expe-
dition to diſcharge all or any of the ſaid goods, and re-
lade fiſh to the full and ſufficient loading of the ſaid
Ship, and being diſpatched to depart thence, and ſail
directly for the Downs, or any other place or pla-
ces, Port or Ports where the Merchant or his aſſigns
ſhall pleaſe to order him, there to diſcharge and deli-
ver the ſaid fiſh and other goods whatſoever, loaden by
the ſaid Merchant or his aſſigns in the ſaid Ship, and
ſo to finiſh and end the ſaid indented voyage: And
the ſaid Merchant, for him, his executors, admini-
ſtrators and aſſigns, doth covenant, promiſe and
grant, to and with the ſaid Maſter, not onely to
go with him in perſon for the ſaid Liewes, and
there to load the ſaid Ship with fiſh, or any ſuch o-
ther goods as he ſhall pleaſe, and thence to ſail with
them for the place or port of their diſcarge, but

alſo then and there before bulk-breaking to give ſufficient ſecurity unto the ſaid Maſter for the payment of his Freight, and after ſafe delivery of the ſaid goods to pay for Freight 50.l.ſterling per moneth for ſo long time as the ſaid Ship hath been in ſervice of the ſaid Merchant, the daies leſs than a moneth after the ſame rate, the moneths pay to begin on Friday next, the ſeven and twentieth day of this preſent moneth, and to end when the laſt goods are delivered out of the ſaid Ship, at the place of her right diſcharge, and the ſaid Freight to be paid within ——————daies at the longeſt, with average and primage, according to the cuſtome of the Sea: And moreover the ſaid Merchant doth promiſe to provide the ſaid Maſter a ſufficient pilot to bring the ſaid Ship in and out of the Liewes, and to pay all other pilotage, anchorage and other duties which in any port or harbour during the ſaid voyage ſhal or may be claimed in reſpect of the ſaid Ship and goods, and to provide the ſaid Ship of ſufficient convoy, if he the ſaid Merchant or his aſſigns do require that the ſaid Ship ſhall make her diſcharge in any unſree place: Provided that the ſaid Maſter in his going for the ſaid Iſlands or Liewes is to put into Tinmouth haven, there to victual and provide himſelf, which time from his firſt coming in until his coming out again to Sea, is not to be reckoned to the Merchants charge: And the ſaid Maſter doth promiſe and warrant his Ship to be ſtrong and ſtanch, and to man and victuall her fitting to perform the ſaid voyage, with all other neceſſary appurtenances. For the true performance of all which premiſſes, the ſaid parties do bind themſelves unto each other in the penalty of 500.l. ſterling, to be paid by the party defective unto the party obſervant.

And

And it is agreed by and between the ſaid parties, that the monethly Freight above-mentioned ſhall run and continue untill the ſame Freight be fully paid, and that the ſaid Maſter ſhall not abide or tarry in *Tinmouth* Haven longer than ſix days, if winde and weather ſerve. Provided that the half-deck and foreca ſtle is to be for the Maſters uſe and ſtowage.

In witneſſe whereof the ſaid parties unto two Charter-parties of this tenor, interchangeably have put their hands and ſeals. Dated in, &c. the day and year above written.

A Deed to revoke ſeveral uſes in ſettlement according to a power therein reſerved.

TO all Chriſtian People, to whom this preſent writing ſhall come, Sir R.C. of *Sleſford* in the County of *Lincoln* Baronet, ſendeth greeting in our Lord God everlaſting. Whereas in and by one Indenture bearing date, &c. and made between Sir R. C. on the one part, and I.S. Gentleman, ſervant of the ſaid Sir R.C. on the other part, There is (amongſt other things) one Proviſo contained in theſe or the like words in effect hereafter following, (that is to ſay) Provided likewiſe, that it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of them and of theſe preſents is, that if the ſaid Sir R.C. ſhall at any time hereafter during his natural life, be minded or purpoſed to alter, determine, revoke or make void all or any of the ſaid uſe or uſes, eſtate or eſtates, truſt or truſts herein before mentioned, declared, limited or appointed, and ſhall by any Deed or writing to be by him the ſaid Sir R.C. ſealed and ſubſcribed in the preſence of two or more credible witneſſes, declare and publiſh

ſith his mind, intent and meaninig to be, to revoke, alter, or make void and fruſtrate the ſaid ſeveral uſes, eſtate and truſts, before in theſe preſents mentioned, declared, limited or appointed, or any of them, of, for or concerning the ſaid Caſtle, Mannors, meſſuages, Lands and premiſes, or any or them, or any part or parcell of them, or any of them, that then and from and after any ſuch declaration or publication ſo to be made as aforeſaid, the ſame uſe and uſes, eſtate and eſtates, truſt and truſts, in and by theſe preſents limited, expreſſed, declared or appointed, of, for and concerning the which any ſuch declaration or publication ſhall be made as aforeſaid ſhall ceaſe and become utterly void, fruſtrate and of non-effect, to all intents, conſtructions and purpoſes whatſoever; and that then and at all times from thenceforth the ſaid I.S. and his heirs, and all and every other perſon and perſons ſtanding and being, or which at any time hereafter ſhall ſtand and be ſeized of the ſaid Caſtle, Mannors, Lands and premiſes, ſhall ſtand and be ſeized of the ſame or of ſuch part or ſo much thereof, concerning the which any ſuch declaration or publication ſhall be made as aforeſaid, to ſuch uſes, intents, truſts and purpoſes, as the ſaid Sir R.C. in or by any ſuch deed or writing as is aforeſaid, or by any other deed or writing to be by him the ſaid R.C. ſealed and ſubſcribed in the preſence of three or more credible witneſſes, ſhall declare, limit or appoint, and for default of ſuch declaration, limitation or appointment, to the uſe and behoof of the ſaid Sir R.C. his heirs and aſſigns for ever, and to or for none other uſe, intent, meaning or purpoſe whatſoever, as in and by the ſaid Indenture (amongſt divers other proviſoes and things therein contained) more plainly and at large it doth and may appear.

Now

know ye, that I the ſaid Sir R.C. do by this my preſent deed or writing ſealed and ſubſcribed by me the ſaid Sir R.C. in the preſence of (three) credible witneſſes, declare and publiſh my minde, intent and meaning to be, to revoke, alter and make void and fruſtrate, and I do by theſe preſents revoke, alter and make void and fruſtrate all and every the uſe and uſes, ſhare and eſtates, truſt and truſts in and by the ſaid Indenture declared, limited or appointed, of, for and concerning all and every the Caſtle, Mannors, Meſſuages, Lands, Tenements, Advouſons, and all other Hereditaments mentioned, contained and ſpecified in the ſaid Indenture, with their and every of their appurtenances, and of, for and concerning every part thereof: and I do hereby further declare, limit and appoint, that the ſaid Caſtle, Mannors, Meſſuages, Lands, Tenements, Advouſons, and all other Hereditaments with their appurtenances, ſhall remain and be to and that the ſaid I.S. and his heirs, and all and every other perſon and perſons ſtanding and being, or which at any time hereafter ſhall ſtand and be ſeized of and in the ſame, ſhall ſtand and be ſeized thereof, to the uſe and behoof of me the ſaid Sir R.C. my heirs and aſſignes for ever, and to and for none other intent, meaning or purpoſe whatſoever. In witneſſe whereof I the ſaid R.C. have hereunto ſet my hand and ſeal the 28. day of *February* in the year of our Lord God according to the computation uſed in *England*, 1651.

An Indenture of Co partnerſhip, between four Merchants.

THis Indenture Quadripartite, made the, &c. between R.B. Citizen and Goldſmith of *London*, of the firſt part, W.C. Citizen and Goldſmith of *London* of the ſecond part, T.B. Citizen and Goldſmith of *London* of the third part, and T.L. of *London* Merchant-adventurer, late Servant of the ſaid R.B. on the fourth part, witneſſeth, that the ſaid R.B. W. C. T.B. and T.L. in conſideration of the fidelity, truſt, confidence and good opinion which every one of them always hath had, and yet hath and repoſeth in every other of them, have joyned themſelves to be co-partners together in the Trade of Merchandizing, that is to ſay, in buying, ſelling, utttering, vending or retailing of all ſorts and kindes of wares, and all other kindes of buſineſſes to the Trade of a Merchant incident, belonging or appertaining, and the ſaid Co-partnerſhip to continue between them, from the firſt day of this inſtant moneth of *March* for and during the term and ſpace of three whole years from thence next enſuing and fully to be compleat and ended; And to that end and purpoſe, they the ſaid R.B. W. C. T.L. and T.B. have before the day of the date of theſe preſents delivered into ſtock (to be uſed and imployed in the ſaid trade of Merchandizing, as well within the territories of *England*, as elſewhere in ſeveral places in the parts beyond the Seas,) in money, cloth, wares, debts, merchandizes, adventures abroad and here in *England*, adventures now already upon the Seas and beyond the Seas, ſuch ſeveral ſtock and ſtocks, and ſumm and ſumms of money as are ſpecified and expreſſed in a Schedule indented to theſe preſents annexed of the particular and proper ſtock ſeverally put in, and ſeverally belonging to each

one

ate of the ſaid ſeveral parties for their ſeveral quantity
nd proportions being in the ſaid Schedule ſeverally
et down, mentioned and declared, as by the ſame
more fully and plainly doth and may appear: It is
now covenanted, granted, concluded, condeſcended,
nd fully agreed by and between all the ſaid parties
to theſe preſents; and each one of the ſaid ſeveral
parties for himſelf reſpectively, and for his own par-
icular part, and for his own ſeveral and particular
Executors and Adminiſtrators, do and doth ſeverally
nd not joyntly covenant, grant, promiſe and agree to
nd with every and each other of the ſaid parties, his
nd their ſeveral Executors and Adminiſtrators by
theſe preſents in manner and form following, that is to
ay, that every and each of the ſaid parties for himſelf
during and by all the ſaid ſpace of three years (if all the
ſaid parties ſhall ſo long live) ſhall continue and abide
together as joynt-occupiers and partners, and that
every and each of the ſaid parties ſhall from time to
time, during and by all the ſaid term (if they ſhall
ſo long live) do their and every of their reaſonable
endeavours and diligence, by all the ways, labours
and means that each of them can or poſſibly may, to
the uttermoſt of their power, wit, cunning and know-
ledg, and for the moſt benefit, profit and advantage
of every and each other, faithfully and truly imploy,
buy, ſell and merchandize, with all ſuch and ſo
much of the ſaid whole ſtock, as ſhall in all manner
of wiſe come to be committed to each one of their
ſeveral charges, diſpoſitions and government; and
the gains and increaſe of every ſuch part: And it is
the true intent and meaning of all the ſaid parties
to theſe preſents, that the ſaid W.C. ſhall manage
the buſineſſe and affairs for, &c. in the parts of *Spain*
having the good liking of the ſaid R.B. and there
of the moſt part reſide and have his continuance

and being; the said T.L. to mannage the businesse and affairs for *Stoade*, *Germany*, and those parts, during the good liking of the said R.B. and there he for the most part to reside and have his continuance and being, and the said R.B. and T.B. to mannage the businesse and affairs for *England*. And it is covenanted, granted and agreed by and between all and every the said parties to these presents, that all such gain, profit and increase as God shall send, and as shall come, grow or arise by reason of their said Trade and joynt-occupying, as is also esaid, shall be from time to time during the said joynt-occupying, equally and indifferently parted and divided in manner following, that is to say, to every one of the said parties, their Executors and Administrators, a just, equal and rateable part and proportion in and upon every 100. l. rateably and proportionably, according as to the quantity of each ones several stock by them severally put in and appearing in the said Schedule, the same for his and their parts of the gains, profit and increase, shall arise and amount unto. And likewise that all such losses, hurt and detriment as shall happen by the said joynt-occupying by evil debtors, adventures of the Seas, or otherwise, without fraud or coven shall be paid and born in each ones several part and portion, according to the manner and form of the divident of the gains aforesaid. And it is covenanted, granted and agreed by and between all and every of the said parties to these presents, and each one of the said parties for himself respectively, for his own several and particular part, and for his own several Executors and Administrators, do and doth severally & not joyntly covenant, promise, grant and agree to and with every and each other of the said parties, his and their several Executors and Administrators by these presents, That there shall be

had and kept from time to time, during all the time of their joynt occupying and Copartnership together aforesaid, as well for the accompt and affairs on this side the Sea, as likewise for the severall accompts and affairs severally beyond the Sea, perfect, just and true books of accompts and rekonings of all the said whole trade and dealing, as much as in each one his severall power, and as concerning that place or places, and the business and affairs thereunto appertaining, wherein or whereunto he shall be used or imployed, shall and may be and ly, which shall be had, used and occupied by reason of the said joint occupying: And that the said R.B. and T.B. shall have the custody and keeping of the books of accompt for England, and of all things concerning the trade for England, the said W.C. shall have the custody of the books concerning the trade for Spain, and the said T.L. shall have the custody and keeping of the books concerning the trade of Stoade and Germany, in every of which said books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of goods, wares, and merchandizes whatsoever, either bought or sold by means or reason of the said Copartnership and joint occupying, with all debts thereof or therefore from time to time to be made, together also with all the gains, profit, commodity, winning or increasing that God shall send, and shall come of and by reason of the said joint occupying; and also of all such costs, losses, charges, and expences as are or shall be expended, disbursed, laid forth, had or suffered by any waies or means by reason of the said joint occupying, which said book shall be used in common to and for the behoof of every and each of the said severall parties, their and every of their several executors and administrators,

To have free acceſſe and recourſe unto, without let or interruption of each other, or the executors, adminiſtrators or aſſigns of each other. And alſo that every and each one of the ſaid parties ſhall from time to time, during all the time of their ſaid joynt occupying and Copartnerſhip together, as is aforeſaid, according to the poſſibility reſpectively in each one of them, ſhew and make privy each unto other, and to ſuch of the ſervants and apprentices of each other, that ſhall attend upon the ſaid trade, all the affairs and dealings of the ſaid trade needful and neceſſary therein, thereabouts or thereunto belonging or to be manifeſted, or made known. And alſo that every and each one of the ſaid parties twice in every year yearly during the ſaid Term (or oftner if need require) at and upon the reaſonable requeſt of any of them to the other, ſhall to the beſt & uttermoſt of each ones power and knowledge, and as much as in him or them be or may be, make, yield, render and perfect unto every and each other, or to the executors or aſſigns of every and each other, at or in the City of *London*, a juſt, true and perfect accompt and rekoning of all the ſaid ſtock and ſtocks in the ſaid Schedule mentioned: And alſo of all ſuch other goods, ware, Merchandiſes and ready money, as at any time hereafter during their ſaid trade and joint occupying together, ſhall come to any of their ſeveral hands, occupying, cuſtody or governance, or to the hands of any other perſon or perſons, to any of their ſeveral or joint uſes, or by any their joint and ſeveral deliveries or appointments, or by the delivery or appointment of any the Factors or Servants of them, or any of them by reaſon of the ſaid joint occupying: And alſo of all the gains, profit and increaſe that God ſhall ſend of the ſame ſtock, goods, wares, merchandizes and ready money

any or otherwiſe, by reaſon or occaſion of the ſaid joynt-occupying, and alſo of all ſuch debts and dues as ſhall be owing unto the ſaid parties or any of them, and by them to be owing to any perſon or perſons by reaſon of the ſaid joynt-occupying; and that upon the perfecting and finiſhing of every ſuch accompt, all the ſaid parties, their Executors and Adminiſtrators ſhall ſubſcribe their names to the ſame, witneſſing each ones conſent and agreement thereunto, for avoiding of doubts and queſtions which otherwiſe might happen or enſue.

And further, that it ſhall and may be lawfull to and for every and each of the ſaid ſeveral parties, and the Executors, Adminiſtrators, Servants, Factors and Aſſignes of them and every or any of them, at all convenient and ſeaſonable time and times, during all the time of their joynt-occupying together, at the liberty and pleaſure of any of the ſaid parties, their or any of their Executors, Adminiſtrators, Servants, Factors or Aſſignes, to have acceſſe and recourſe to the books of accompt and reckonings, and to the notes and remembrance appertaining to the ſame any ways touching or concerning the ſaid Trade and joynt-occupying; and to ſearch, peruſe and examine for the better diſcerning and trying out of all things, how and in what ſort and condition the ſaid Trade and joynt occupying doth and ſhall from time to time proceed and ſtand. And it is further covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, and every one of the ſaid ſeveral parties before-named for himſelf reſpectively, and for his ſeveral Executors and Adminiſtrators do and doth ſeverally and not joyntly covenant, promiſe, grant and agree to and with the other of them, his and their Executors, Adminiſtrators and Aſſignes, by theſe preſents, that no bill, writ-

ting contract or bargagain shall be made, at any time, during their said joynt occupying together in the parts beyond the Seas, for any matter touching the said Trade, otherwise than in the name of the said R.B. &c. if the same with reasonable conveniency may be done: And that there shall no private occupying or Trade of buying and selling, be had, used or occupyed by any the said several parties, or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uses, benefits or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Co-partnership, to the hurt and injury of the said general Trade, other than such as that the gain, commodity, advantage and profits thereof, shall equally be to the use of them the said R.B. W.C. T.L. and T.B. proportionably according to the rate and proportion of their several stocks, aforesaid, saving that it shall and may be lawfull to and for the said R.B. at his liberty and pleasure, with his overplus of stock at any time or times, during this Co-partnership, to use his Trade to and for the *East-Indies*, and also for imploying of his Ships, and to lend and dispose any his other money out by way of Loan or Use, and saving that it shall and may be lawfull to and for all the said parties, during the term of their said Trade, to deal for other men, with whom they shall no ways have any partnership, and not hinder or be injurious to the said joynt-trade, and to receive the Factorige thereof to their own proper uses, any thing aforesaid to the contrary in any wise notwithstanding. And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and each one of the said several parties for himself respectively, and for his several Executors, Administrators and Assignes, do and doth

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interchangeably, severally and respectively; and not jointly, covenant, grant and agree to and with the other of them, his and their Executors, Administrators and Assignes, by these presents, that they the said R.B. W.C. T.L. and T.B. their and every of their Executors and Administrators, shall and will within the space of two moneths next ensuing the end, determination or dissolution of the said term of Co-partnership, whether the same be by expiration of the said term of three years, or by the death or decease of any the said parties which soever of the same shall first happen, at or upon the request of every or any of them, unto the other, or the Executors or Administrators of any of them, make, yield, render and perfect every one each of them to the other, and the Executors and Administrators of every and each of them, unto the other, at the now dwelling house of the said R.B. situate, &c. a just, true, perfect and final accompt and reckoning in writing, to the uttermost of every and each mans power and knowledg, of all and every the said stock and stocks mentioned in the said Schedule, and of all the gains and increase, losse and dammage, which God shall send, and which shall grow to or by the same, and of all goods, wares, merchandizes and commodities, before that time, had, bought, sold or dealt in with the same stock or stocks and gains aforesaid, and of all debts made and being due, summ and summs of money received or paid out by means or in respect of the said Trade, and generally of all buying, bargaining, selling, trading and merchandizing, by the said parties or any of them, with the said stock or stocks, and gains and increase thereof aforesaid, and that then upon the perfecting and finishing of the said final Accompt, so as aforesaid to be made and done, all and every the said stock and stocks in the said Schedule

dule mentioned then remaining, and the gains, winning and increaſe which God ſhall ſend, and ſhall appear to become and growing thereof, or by reaſon of the ſaid Trade aforeſaide, whether the ſame ſhall conſiſt in money, wares, debts or otherwiſe, ſhall be indifferently parted, ſhared, paid and divided to and amongſt the ſaid parties, their Executors and Adminiſtrators, in kinde proportionably and rateably, without fraud, deceit or diminiſhing, in that full meaſure, as each ones ſeveral part ſhall juſtly and truly, in a true reckoning and computation thereof, ariſe and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones ſeveral ſtock and ſtocks in the ſaid Schedule appearing and mentioned, and according to the plain true intent and meaning of theſe preſents; and that ſuch part and portion of the ſaid ſtock and gains, as upon the perfecting of the ſaid final accompt, ſhall appear to be and conſiſt in debts and duties due and owing to the ſaid parties or any of them, ſhall alſo from time to time, as the ſame or any of them ſhall be recovered or gotten in, by the ſaid parties or any of them, be alſo parted, ſhared and divided, to and amongſt the ſaid parties, according to the like rate, order, diviſion and proportion as is before herein alſo expreſſed and ſet down, the debts, duties and other charges then to be owing or payable by the ſaid parties, or any of them, for or in reſpect of the ſaid joynt-trade, being firſt and before all things thereout paid, deducted and allowed, and likewiſe the loſſes, if any ſhall be, to be in like proportion born and ſuſtained according to the rateable diviſion of the gains aforeſaid, and that then they the ſaid parties and every of them, their Executors and Adminiſtrators, immediately upon the per-

perfecting and finiſhing of the ſaid finall accompt, partition and diviſion as aforeſaid, ſhall and will do their and every of their indeavours, by all the lawfull waies and means that they, or any of them may or can, for the more ſpeedy recovery and getting in of all and every the ſaid ſeverall debts and duties from time to time to be due, or owing to them, or any of them, as part of the gains and ſtock aforeſaid; And that the charges of ſuing for and getting in of the ſaid debts and duties from time to time, ſhall be born and paid by all the ſaid parties ratably according to the quantity of their ſeverall ſtocks and gains aforeſaid. And that if it ſhall happen any the ſaid parties to die or depart this life during the ſaid Copartnerſhip, that then in any ſuch caſe no right of Survivour or Survivorſhip ſhall hold or take place, or be by them or any of them any wiſe challenged, claimed or demanded, but that they the ſaid parties and every of them ſhall and may lawfully give, deviſe, diſpoſe and diſtribute his and their parts and portions of the ſaid ſtock and ſtocks, gains and increaſes to them ſeverally and properly to belong and to be due, and belonging by the true intent and meaning of theſe preſents, by their or any of their laſt wills and Teſtaments, or by any other gift or deviſe, as fully and amply, as they or any of them could or might do of their own proper money and goods, not pertinent to this accompt or joint trade. And likewiſe the executors and adminiſtrators of every ſuch perſon and perſons ſo deceaſing, may have and enjoy his and their full rateable part and portion of the ſtock and ſtocks aforeſaid, and of the gains and increaſe thereof, according to the true intent and meaning of theſe preſents, without any let, trouble, hindrance or interruption of any other of the ſaid parties ſurviving or overliving, his or their execu-

tors,

tors, adminiſtrators or aſſigns, or any of them, any uſuage, law, cuſtome or other impediment to the contrary thereof notwithſtanding. And that all the ſaid parties and perſons, before mentioned, their executors and adminiſtrators, at all times as well during the ſaid term of Copartnerſhip, as afterwards, untill the end of the whole buſineſſe ſhall be fully finiſhed and brought to perfection, by all the good waies and means that poſſibly can or may be, ſhall be aiding and aſſiſting unto every and each other of them, their executors and adminiſtrators, for the obtaining, ſpeedy getting, quiet holding and enjoying of every and each ones private and particular parts or portions to him or them to be due upon the partition or diviſion aforeſaid, according as to right and equity therein appertaineth and belongeth, and that without fraud and coven: And it is the intent, plain and true meaning of every and each one of the ſaid parties to theſe preſents, and each one of the ſaid parties for himſelf reſpectively, for his own, ſeveral, and particular part, and for his own ſeverall and particular executors and admininſtrators, do and doth interchangeably, ſeverally and not jointly, covenant and grant to and with every and each one of them the ſaid parties, his and their ſeveral executors and adminiſtrators by theſe preſents, That it ſhall not be lawfull to or for any of the ſaid parties at any time during the ſaid Copartnerſhip, to take out or diminiſh any part of the ſaid ſtock, or any the gains or increaſe thereof, other than ſuch ſum and ſums of money as hereafter in and by theſe preſents is licenc'd and allow'd, & that no charge ſhall in any wiſe be put to the account of the Copartnerſhip but ſuch as ſhall be for the trade of Merchandizing in trade and occupying of the ſtock & ſtocks aforeſaid, and the gains and increaſes that of them and concern-

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ng the ſame ſhall come, ariſe or increaſe, unleſſe it
e convenient houſ-room, and ware-houſ rooms
the parts beyond the Seas, and for ſuing and get-
ing in of debts and duties belonging to the joynt-
ade, and other neceſſary charges belonging to mer-
handize neceſſary and behooffull for their ſaid joynt-
occupying, to be born by the general accompt of
the ſaid joynt-trade, the charges of ware-houſ-room,
iet, lodging and ſuch like, for the time any of the
ſaid parties ſhall be within the City of *London* dur-
ing the time of the ſaid Copartnerſhip, to be upon
the particular and ſole charge onely of the ſaid R.B.
his Executors or Adminiſtrators: And it is cove-
nanted, granted, concluded and agreed by and
between all the ſaid parties to theſe preſents, and
each one of the ſaid parties for himſelf reſpectively,
and for his own ſeveral and particular part, and for
his own ſeveral Executors and Adminiſtrators, do and
doth, &c. by theſe preſents, That he the ſaid W.C.
by way of further recompence, his Executors or Ad-
miniſtrators ſhall every year yearly, for and during
all the time of the ſaid Co-partnerſhip, be yearly al-
lowed out of the joynt-ſtock and general accompt, and
thereby to be born, the yearly ſumm of 184.l. of law-
full, &c. over and above all other his gains and allow-
ance herein before mentioned, 100 l. yearly whereof
it ſhall or may be lawfull to and for the ſaid W.C. to
take out of the ſame to uſe, ſpend, beſtow and con-
vert at his own free will and pleaſure, ſo far forth
that the ſaid W.C. do leave yearly the reſidue being
the ſumm of 84.l. to reſt, remain and run to and in
uſe to and with the ſaid general ſtock during the ſaid
Co-partnerſhip; The profit and loſſe of which yearly
ſumm of 84.l. to be a divident to and amongſt the
ſaid parties in like manner, according to the diviſi-
on and proportion of their ſeveral ſtocks aforeſaid,

and

and the 84.l. yearly being the principal, together with ſo much of the ſaid yearly rent of 100.l. not formerly taken out, at the end and determination of the Co-partnerſhip, to be to the ſaid W.C. his Executors and Adminiſtrators fully ſatisfied and paid, or otherwiſe by him the ſaid W.C. his Executors or Adminiſtrators out of his accompt to be deducted, and defaulked; and that the ſaid T.L. his Executors or adminiſtrators ſhall by way of further recompence every year yearly for and during all, &c. *prout ſupra* for W.C. any matter, cauſe, Article or thing before in theſe preſents contain'd or reheaſed to the contrary thereof in any wiſe notwithſtanding. And finally, it is covenanted, granted and agreed by and between the ſaid parties to theſe preſents, that each one of the ſaid ſeveral parties before named, for himſelf reſpectively, and for his ſeveral Executors and Adminiſtrators, do and doth interchangeably, ſeverally and not joyntly, covenant, promiſe, grant and agree to and with each other and every of them, his and their ſeveral Executors, Adminiſtrators and Aſſignes, by theſe preſents, that if it ſhall fortune any variance, ſute, difference, doubt, controverſie, diſcord or contention to happen, grow or be moved by and between the ſaid parties, or any of them, or the Executors or Adminiſtrators of them, or any of them, for, upon or by reaſon of the ſaid Trade and joynt occupyings, or any matter or thing thereupon depending, or upon or by reaſon of any matter or thing in theſe preſents expreſſed or ſet down, that then and ſo often from time to time, as the ſame ſhall ſo happen, and before any ſute ariſe, or trouble ſhall be attempted or ſought by any of them againſt the other, all and every the ſaid variances, differences, ſtriſes, doubts, controverſies and contentions, ſhall

from

from time to time be referred and submitted to the hearing, order, award and determination of four honeſt perſons, being of the company of Merchant-adventurers of *England*, for the time being, whereof one ſhall be choſen by the ſaid R.B. his executors or adminiſtrators, one other, &c. for the other three, arbitrators in and for all and every the premiſſes, if they ſhall be content to undertake the variances, ſtrifes and contentions, ſo to them to be referred within the ſpace of one moneth next after ſuch reference and ſubmiſſion to them made: And further, that they the ſaid R.B. W.C. T.L. and T.B. and every of them, their and every of their executors and adminiſtrators reſpectively, for their and every of their own ſeveral and particular parts, ſhall and will from time to time ſtand to, abide, obey, perform, fulfill and keep all and every ſuch end and ends, determination and judgment, as by the ſaid four perſons ſo as aforeſaid to be choſen ſhall from time to time be had, made and given up in writing, for and in the behalf of the ſaid parties, as touching any the variances or differences aforeſaid, without any further covin or deceit. In witneſſe, &c.

An acknowledgment of a truſt in an Indenture of bargain and ſale.

THis Indenture made, &c. Whereas T.W. of, &c. by this Indenture of bargain and ſale, bearing date, &c. for the conſideration therein mentioned, did grant, bargain and ſell unto the ſaid I.H. S.T. A.P. and R.L. their heirs and aſſignes, for ever, all that Mannor, &c. (recite the bargain and ſale to the end of the *Habend.*) as in & by the ſaid Indenture of bargain and ſale amongſt divers other Covenants, grants and agreements therein contained more at large it doth

and

and may appear. Which ſaid recited Indenture of bargain and ſale was ſo made unto the ſaid I.H. S.T. and A.P. of meer and ſpecial truſt and confidence, to and for the onely uſe, benefit and behoof of the ſaid S.S. his Heirs and Aſſignes. Now this Indenture witneſſeth, that the ſaid I.H. &c. do hereby confeſſe and acknowledg, that the ſaid recited Indenture of bargain and ſale, was and is made to and in the names of them the ſaid I.H. &c. of meer and ſpecial truſt and confidence, to and for the uſe and behoof of the ſaid S.S. his Heirs and Aſſignes for ever. And further the ſaid I.H. &c. in accompliſhment and performance of the truſt and confidence aforeſaid, do for them, and every of them, covenant and grant joyntly and ſeverally to and with the ſaid S.S. their Heirs, Executors, Adminiſtrators, and Aſſignes, by theſe preſents, that they the ſaid I.H. &c. their Heirs and Aſſignes, ſhall and will from time to time hereafter, upon reaſonable requeſt therefore to be made, and at the coſts and charges in the Law of the ſaid S.S. his Heirs & Aſſignes, bargain, ſell, convey and aſſure the ſaid mannors, and all and ſingular other the premiſſes by the ſaid recited Indenture of bargain and ſale granted & ſold, or meant, mentioned or intended to be thereby bargained and ſold, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid S.S. his Heirs and Aſſignes for ever, in ſuch form, manner and form as by the ſaid S.S. his Heirs and Aſſignes, or his or their counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required, ſo always, that the ſame Conveyances or Aſſurances, or any of them, contain no further or other Warranties than onely againſt the ſaid I.H. &c. and their Heirs: And further, that any time of the making and paſſing of ſuch Conveyance or aſſu-

surance as aforesaid, the said Mannor and all and singular other the premisses, shall be free, clear and discharged of and from all and all manner of former bargains, sales, gifts, grants and incumbrances whatsoever, then before had, made, committed or done by them the said I. H. &c. or any of them, or of or by any other person or persons whatsoever, lawfully claiming by, from, or under them, or any of them. In witnesse, &c.

An acknowledgment of a trust by a Deed-poll of a Lease.

TO all, &c. I T.M. of, &c. send greeting, &c. whereas I C.D. of, &c. by one Indenture of Lease made between, &c. and, &c. hath demised, &c. as in and by, &c. Now know ye, I the said T.M. do hereby confesse and acknowledg, that the Lease or Demise of the premisses aforesaid, was and is made to and in the name of me the said T.M in trust and confidence, and to the intent that I the said T.M. should upon the requeſt of the said E.G. her Executors, Administrators or Assignes, assign and convey the said Lease and premisses to her the said E.G. her Executors, Administrators or Assignes, or to such other person or persons as she or they in that behalf shall name or appoint: And therefore in accomplishment and performance of the trust and confidence aforesaid, I the said T.M. for me, mine Executors and Administrators, do covenant and grant to and with the said E.G. her Executors, Administrators and Assignes, by these presents, that the said T.M. my Exec. Admin. and Assignes, shall and will from time to time, upon the reasonable requeſt, and at the costs and charges of the said E.G. her Executors, Administrators or Assignes, assign and set over the above-mentioned premisses, and every of them, and all the estate and interest of me the said T.M. my Executors and Administrators, in and to the same, clear and discharged of all incumbrances

by us or any of us to be done or committed unto the said E.G. her Executors or Administrators, or to such person or persons as she or they shall name or appoint. In witnesse, &c.

A Conveyance of Lands to the use of a mans Heirs, with the profit during the Heirs minority, limited to the payment of the Donors debts, and performance of the Testament.

THis Indenture made, &c. between the Right Honorable W. Viscount *Hereford*, *&c.* of the one part, and the Right Honorable A. Lord *Grey* & *alii*, *&c.* on the other part, witnesseth, that the said Viscount, for and in consideration of the Fatherly good will, favour and affection which the said Viscount beareth towards R. and W. the two Sons of the said Viscount, and for the advancement and preferment of the Heirs males of the body of the said Viscount lawfully to be begotten, and for other the considerations hereafter in these presents mentioned and expressed, hath given, granted, enfeoffed and confirmed, and by these presents doth give, grant, enfeoff and confirm unto the said A. Lord *Grey*, *&c.* all those his mannors, *&c.* with all and singular Liberties, Courts, Views of Frank-pledg, Fairs, Commodities, Franchises, Privileges, Jurisdictions, Preheminences, Emoluments and Appurtenances whatsoever to or with the said Mannors, Lands, Tenements or Hereditaments used or enjoyed, in or out of the same, or any of them, or any part or parcel thereof, issuing, renewing, happening, used or exercised, and all, &c.

To have and to hold, &c. to the said A. L. G. &c. and their heirs for ever, to the use and behoof of the said V. for term of his life, without impeachment of waste

waſte, and after the deceaſe of the ſaid V. and during the time that the ſaid R.D. ſon and now heir apparent of the ſaid V. or any other, being the heir of the ſaid V. ſhall be under the age of 21. years, and untill ſome heir of the ſaid V. ſhall have accompliſhed the full age 21. years, to the uſe of the ſaid A.L.G. and the Survivors and Survivour of them, and the executors and adminiſtrators of the Survivor of them, upon truſt; & to the intent and purpoſe that the ſaid A.L.G. &c. and the Survivors and Survivor of them, and the executors and adminiſtrators of the Survivor of them, ſhall take, receive, levy, poſſeſs, uſe and enjoy the Rents, iſſues, profits, revenews, commodities and emoluments of all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, and other the premiſſes, with the appurtenances, and the ſame employ during ſuch minority or minorities, as is aforeſaid, for and towards the performance, payment and ſatisfaction of all the legacies and bequeſts of money, annuities for years, and debts of the ſaid V. to be mentioned in the teſtament and laſt will of the ſaid V. according to the tenor, purport and true meaning of the ſaid V. in his ſaid Teſtament and laſt will to be declared, & to the uſe and intent that the ſaid feoffees, and the Survivor and Survivors of them and their heirs, ſhall with the profits, Revenues, commodities iſſues and emoluments, coming, growing and ariſing of and in all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, beſtow, diſburſe and expend from time to time the competent and neceſſary charges in the law and otherwiſe for the defence and maintenance of the poſſeſſion and title of all and ſingular the premiſſes, and every or any part thereof, and for the reparation a nddefence of the buildings, edifices,

houſes and Sea-walls in and upon the premiſſes or any part thereof from time to time neceſſary, meet and convenient to be diſburſed, and expended, untill ſuch time as the ſaid Legacies, debts and bequeſts of the ſaid V. to be mentioned in his Teſtament, ſhall be performed, and untill ſome heir of the ſaid V. ſhall have accompliſhed the full age of 21. years, and after ſatisfaction of the ſaid legacies, debts and annuities, and for the Surpluſage that ſhall ſurmount the ſame debts, legacies and annuities, and other the charges aforeſaid ſatisfied, to the uſe and intent, that the ſaid A.L G.&c. ſhall imploy & ſuffer the premiſſes and ſurpluſage thereof, to go, remain and come to the uſe, profit and benefit of the heirs of the ſaid V. And after the heirs of the ſaid V. ſhall accompliſh the full age of, &c. That then the ſaid A.L.G &c. and their heirs, ſhall ſtand and be ſeized of and in all and ſingular the ſaid Mannors, &c. to the uſe of the ſaid R.D. and the heirs males of his body lawfully begotten, and for default of ſuch heirs males of the body of the ſaid R.D. lawfully begotten, to the uſe and behoof of the ſaid W.D. ſecond Sonn of the ſaid V. and the heirs males of his body lawfully begotten, and for default of ſuch heirs males of the body of the ſaid W.D. lawfully begotten and to be begotten to the uſe & behoof of the heirs males of the body of the ſaid V. lawfully begotten, & for default of ſuch heir to the uſe of the heirs of the body of the ſaid V. and for default of ſuch iſſue to the uſe of the right heir of the ſaid R. for ever.

Provided alwayes, and it is the true meaning, uſe and intent of theſe preſents, That if the ſaid V. at any time hereafter during his life-time, ſhall demiſe, grant or leaſe the ſaid Mannors, Lands, Tenements, and hereditaments aforeſaid, and other the premiſſes by theſe preſents granted or aſſured or any

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part or pareel thereof, by his deed indented under his seal, and with subscription of his name with his own proper hand, for term of any year or years life or lives, That then and immediatly from and after every such lease, demise or grant, or such leases, demises or grants, so to be made by the said V. the said A.L. G. &c. and their heirs, shall stand and be seized of and in the said Mannors, &c. so to be leased or granted, To the use and behoof of the same Lessees or Grantees, and every of them, and of their several executors, administrators and assigns during the terms and space mentioned in the said several leases, grants and demises, so to be made, according to the tenor form and effect of the same lease, grant or demise, leases, grants or demises, so that the yearly rent or rents mentioned or reserved by the said V. in such lease, demise or grant, leases, demises or grants, be yearly paid to the said V. during his natural life, and after his decease to such person or persons, as by the purport and true meaning of these presents, ought to have the Reversion or Remainder, Reversions or Remainders of the Lands, Tenements or Hereditaments so to be leased or granted, within the space of 20. daies next after reasonable request to be made for the payment thereof: And so that the same lessees or grantees their executors, administrators and assigns, do well and truly perform the conditions to be comprized in the Indenture or Indentures of their said severall demises or grants, according to the effect and true meaning of the same Indenture or Indentures.

And that the said A.L.G. &c. shall stand and be seized of the Reversion and Remainder, the Reversions and Remainders of the Mannnors, Lands, Tenements and Hereditaments so to be leased or granted, and after the Determination, thereof, Then

alſo of the ſame Mannors, Lands, Tenements or Hereditaments, ſo to be leaſed or granted, to ſuch uſes and intents as they the ſaid L.G, &c. ſhould have ſtood or been thereof ſeized, by the purport and true meaning of theſe preſents, if any ſuch leaſe or grant had been thereof made; and that of and for ſuch eſtate and eſtates, in ſuch order and degree, with the ſame remainders and in ſuch manner and form, to all intents and purpoſes as they ſhould have ſtood or been thereof ſeized by the purport and true meaning of theſe preſents, if no ſuch leaſe or grant had been thereof had or made (here followeth a letter of Autturney for livery of ſeizin to the Feoffees, &c.) and then a proviſo, That if the ſaid V. by his writing ſigned and ſealed in the preſence of 3. witneſſes, ſhall repeal, fruſtrate & determin, or declare to be determined, all or any the uſes aforeſaid, of or for the premiſſes, or any part thereof, That then and from thenceforth the ſaid uſes ſo to be determined or declared to be repealed, for all ſuch lands and the uſes thereof, ſo to be declared, determined, ſhall be void and of none effect, and that then the Feoffees ſhall thereof ſtand ſeized to the uſe & behalf of the ſaid V. & his heirs; Then followeth a Covenant on the ſaid V. S: part, that if the eſtate of the premiſſes be not effectually conveyed him by force of from this grant to the ſaid Feoffees, to the uſes before ſpecified, on this ſide the laſt day of, &c. next coming, that then and from thenceforth the ſaid V. & his heirs, and all others to be ſeized of the premiſſes, ſo not ſufficiently conveyed ſhall be thereof ſeized to the uſes above ſpecified, and to ſuch uſes, & with ſuch remainders as the ſaid Feoffees or the Survivor of them ſhould have ſtood ſeized thereof, by the purport of theſe preſents, in caſe the eſtate thereof had been perfectly aſſured unto them or any of them

them according to the true meaning of theſe preſents: In witneſſe whereof as well the ſaid V. as the Feoffees, have put, &c.

Memorandum *of the Seiſin executed with the Tenants of one of the ſaid Mannors Atturnment.*

MEmorandum, that the ſixteenth day of, &c. Livery of Seiſin was delivered and given by W.W. one of the Atturneys mentioned in the Indenture hereunto annexed, of, in and upon the lands of the Farm of O. parcel of the mannor of T. mentioned in the ſaid Indenture, and alſo of, in and upon the mannor-houſe and demeſn lands of T. by the aſſent of I. P. Leſſee for years of the ſame (ſaving his term) and alſo of, in and upon the Coppice-woods called T. P. to R.B. one of the Feoffees, contained in the ſaid Indenture, according to the tenour, purport and intent mentioned in the ſaid Indenture, and for and in the name of the ſaid mannors of T. and all other the lands, tenements and hereditaments mentioned in the ſaid Indenture, ſituate and being within the ſaid C. and in the name and behalf of all the Feoffees mentioned in the ſaid Indenture; And the Tenants of the ſaid Mannor, whoſe names are immediately under-written, at the ſame execution, hearing the Indenture read, did atturn and fully aſſent to the ſame, according to the tenor, purport, intent and uſes in the ſame Indenture mentioned.

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An Indenture for the equal diviſion of Goods, where there are four Adminiſtrators together, they bearing and allowing one with another equal parts of charges in Law in getting in the ſame, and like parts of all recovered againſt them.

THis Indenture quadripartite made between I.C. of, &c. on the firſt part; W.C. of, &c. of the ſecond part, &c. Whereas the ſaid I.C. and A. his wife, W.C. and A. his wife, H.H. and H. his wife, and N.C. and E. his wife, in the right of the ſame their wives, together with I.H. brother of their ſaid wives, have had and taken upon them the Adminiſtration of the goods and chattels of C.W. widow, deceaſed, late the wife of I.W. late of L. Dyer, deceaſed, and whereas alſo ſo much of the goods chattels and debts which were of the ſaid C. as are already come to their hands, are divided into five equal parts, whereof every of the ſaid I.C. W.C. H.H. and N.C. in the right of their ſaid wives, and alſo the ſaid I.H. have ſeverally had and taken their ſeveral parts of the ſame, and now are thereof ſeverally poſſeſſed.

Now this Indenture witneſſeth, that it is covenanted, granted and agreed between the ſaid parties; And the ſaid I.W. H. and N. for themſelves and their ſaid wives, and for their Executors and Adminiſtrators, and for the Executors and Adminiſtrators of every of them, do ſeverally covenant, grant and agree every of them with the other by theſe Indentures in manner and form following, (*viz.*) That all the reſidue of the goods, chattels and debts which were of the ſaid C. in poſſeſſion or in right, which at any time or times hereafter ſhall come to the hands of any of the ſaid parties, or of the Executors or Adminiſtrators of any of them, ſhall be divided and parted into 5. equal parts

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as aforesaid, from time to time, as the same shall happen to come to the hands of any of them, whereof the said I.H. to have one part of the said five parts, and that then the other four parts thereof shall from time to time be equally divided betwixt the said I.W. H. and N. and their several Executors and Administrators, without benefit of Survivorship by any means to grow to such of the said parties or their wives as shall fortune to Survive.

And it is further covenanted betwixt the said parties in form aforesaid severally, that if any Action or Sute be now depending, or hereafter shall be commenced against the said Administrators of the said C.W. or any of them, for any thing wherewith they shall be chargeable in the Law, by reason of the said Administration by them taken as aforesaid, That then in every such case, the said I.W. H. and N. their Executors and Administrators, and every of them severally for his own part, upon notice and request made and given by any one of them to the other, or by any of their Executors or Administrators, shall bear and pay one equal fourth part of all charges and expences to be laid out in the defence of any such Sute, and one like fourth part in execution, and to the satisfaction of any Judgment and Recovery which shall happen to be given or had against them or any of them in any such Sute or Action as aforesaid..

And that they the said I.W. H. and N. and their said wives, their Executors or Administrators, and the Executors or Administrators of every of them severally for their own part upon like reasonable request, shall and will do, knowledg and suffer in the Law towards the other of them all and every thing and things which from time to time shall be requisite or needfull to accomplish and perform their accord, Covenants and Agreements made amongst them by these

theſe preſents, according to the purport and true meaning of the ſame.

And moreover, that they the ſaid parties, their Executors and Adminiſtrators, and every of them; upon like requeſt as aforeſaid, ſhall notifie, expreſſe and truly declare from time to time to the other, all ſuch goods, chattels and debts whatſoever which were of the ſaid C. and which they ſhall know and underſtand to be in any place or cuſtody, and not parted, diſtributed, ſevered and divided according to the tenure and effect of theſe preſents, To the intent every of them may have his or their equal parts thereof, according to the tenour of theſe preſents, without fraud or coven.

And that for recovery of any debts, goods, and chattels, which were of the ſaid O. to be had and recovered to and for the uſe of the ſaid parties, their Executors and Adminiſtrators, and of the ſaid I.H. and in manner and form aforeſaid, They and every of them ſhall for their equal four parts bear and ſuſtain one equal fourth part of all coſts and charges in and about all and every the ſaid Recovery and Recoveries, to be born and ſuſtained from time to time as ſhall be needfull and reaſonable.

And it is further covenanted, granted and agreed betwixt the ſaid parties, the ſaid parties and every of them do alſo for them, their Executors and Adminiſtrators ſeverally covenant and grant to and with the other by theſe preſents, that if it fortune the ſaid I.H. do dy inteſtate, by reaſon whereof any of the goods, chattels, money, plate or jewels of the ſaid I. ſhall grow or come by reaſon of Law unto the ſaid parties, or their wives, or any of them, that then the Survivor or Survivors of the ſaid parties, or their ſaid wives, their Executors or Adminiſtrators, to whom any ſuch the goods, chattels, money, plate or jew-

ells ſhall fortune to grow or come, ſhall divide the ſame into four equal and ſeveral parts, and ſhall retain to his or their uſe one part thereof, and the other three parts ſhall be ſeverally delivered unto the other three parties to theſe Indentures, to their ſeveral Executors or Adminiſtrators equally, within two moneths after they ſhall fortune to have or come by the poſſeſſion of any ſuch goods, chattels, plate, jewels, money, &c. In witneſſe, &c.

A Defeazance upon a Statute excellently well penn'd, it being for the payment of two thouſand pound at the end of ſix moneths, and of 200.l. per annum *during life.*

THis Indenture made the, &c. day of, &c. in the, &c. of our Lord God, &c. Between B. P. of *London* widow, of the one part, and W. P. of *London* aforeſaid Eſquire, Son unto the ſaid B. of the other part, Whereas the ſaid W.P. hath lately ſold and conveyed the Manner of L. in the County of W. and divers lands thereunto belonging, unto Sir W.P. Knight, and the ſaid B.P. hath joyned with him the ſaid W.L. in a fine thereof levyed, part of which ſaid mannor and lands of the value of 200.l. *per annum*, were heretofore ſettled and aſſured upon her the ſaid B. for her life, for her joynture, by W.P. Eſquire, deceaſed, her late huſband; And whereas the ſaid W.P. is indebted to the ſaid B. the ſum of two thouſand pounds of lawfull money of *England*, which hath remained in his hands for ſome years laſt paſts, and by agreements between them, the ſaid W.P. hath hitherto paid the ſumm of 200.l. *per annum*, as intereſt or conſideration for forbearance of the ſaid money, and is ſtill to pay the like ſumm ſo long as the 2000.l. ſhall remain in his

his hand. And whereas also the said W.P. by one Recognizance or writing obligatory of the nature of a Statute of the Staple, bearing date the first day of this instant moneth of *April*, taken & acknowledged before Sir I B. Knight, Lord Chief Justice of the Court of Kings Bench at *Westminster*, according to the form of the Statute in that case made and provided for the Recovery of Debts, standeth bound unto the said B P. in five thousand pounds of lawful money of England, payable as by the said recited Recognizance or writing obligatory more plainly may appear; Now this Indenture witnesseth that the said B.P. is contented and pleased, and doth for her self, her executors and administrators, covenant, promise, and grant and agree to and with the said W.P. his heirs, executors, administrators and assigns, and to and with every of them by these presents, That if the said W.P. his Heirs, Executors, administrators or Assigns, or any of them, do pay or cause to be paid to the said B.P. or her assigns, the sum of 200.l. of lawfull money of *England* yearly, for and during the natural life of her the said B. at two usual feasts or terms in the year, that is to say, the feast of St. *Michael* the arch-angel, and the *Annuntiation* of the blessed Virgin *Mary*, by even and equal portions, or within one and twenty daies next after either of the said feasts, the first payment thereof to begin at the Feast of, &c, now next ensuing or within 21. daies next after the said Feast; And likewise if the said W P. his heirs, executors or administrators, or any of them, do and shall well and truly pay or cause to be paid to the said B.P. her executors, administrators or assigns the sum of two thousand pounds of lawfull money of *England*, within six moneths next after notice or warning given to that purpose to the said W.P. his heirs, executors,

cutors or Administrators by any writing to be subscribed and sealed by the said B.P. her Executors or Administrators in the presence of two credible witnesses, or more, and shall in the mean time untill the payment of the said 200.l. pay or cause to be paid unto the said B. her Executors, Administrators or Assignes, after the rate of 100.l. *per annum*, according to the agreement aforesaid, the same to be paid by 50.l. every half year, and the first payment thereof to be made on the Feast-day of, &c. or within one and twenty days next after the said Feast now next ensuing the date thereof; That then the said recited Recognizance or Writing obligatory shall be void and of none effect, or else the said W.P. for him, his Heirs, Executors and Administrators, covenanteth, willeth and granteth by these presents, that the said Recognizance or Writing obligatory shall stand and remain in full force and virtue.

A Release made to a Sheriff for discharging of a Prisoner.

KNow all men by these presents, that I G.R. of S. in the C. of D Victualler, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto Sir W.S. Knight, now Sheriff of the said County of D. all and all manner of Actions, Sutes, Troubles and Incumbrances whatsoever, which I may, might or ought to have against him, for or concerning the discharging or setting at liberty of E.N. of S. in the said County Widow, being arrested and imprisoned upon a *Capias ad satisfaciendum* out of the Court of Common-Pleas at *Westminster* for 60.l. debt, and 50.s. and 4.d. costs at my Sute returnable *à die Paschæ in unum mensem* last past. In witnesse whereof I have hereunto

unto ſet my hand and ſeal the 21. day of *May*, *Anno Dom.* 1627.

An Aſſignment of a Statute, by an Executor, to two of the Creditors of the Teſtator, in lieu and ſatisfaction of their Debts of the ſame value, ſingularly well drawn.

THis Indenture made, &c. between I. C. of the Inner-Temple *London*, Eſquire, Son and Adminiſtrator of the goods and chattels of W. C. late Citizen and Scrivener of *London* deceaſed, of the one part, and M. W. of *London* Widow, and H. I. of *London* Gentleman, of the other part. Whereas the ſaid W. C. at the time of his death, ſtood indebted unto the ſaid M. W. in the ſumm of 100. l. principal debt, and to the ſaid H. I. in the ſumm of 200. l. principal debt, beſides intereſt of the ſaid debts; And whereas Sir T. P. of N. in the Ci of D. Knight, in and by one Recognizance or Statute, in the nature of a Statute ſtaple, bearing date the twentieth day of *July*, in the nineth year of the reign of the late King *Charls*, and made according to the Statute made and proceed for recovery of debts, taken and knowledged before Sir R. H. Knight, then Lord Chief Juſtice of his Majeſties Court of Common-pleas at *Weſtminſter*, is and ſtandeth bound unto the ſaid W. C. in the ſumm of ſix hundred pounds of lawfull money of *England*, payable at the Feaſt of Saint *James* the Apoſtle then next enſuing, as by the ſaid Statute more at large appeareth. Now this Indenture witneſſeth, that the ſaid I. C. for and towards the payment and ſatisfaction of the ſaid debts, due unto the ſaid M. W. and H. I. hath given, granted, aſſigned and ſet over unto the ſaid M. W. and

and H.I. their executors, adminiſtrators and aſſigns, the ſaid Recognizance or ſtatute, and all his right and intereſt therein, and all actions, extents and executions to be had or proſecuted upon the ſame in as large and ample manner and form as he the ſaid I.C. hath or at any time hereafter may or might have, by force of the ſaid Statute. And further the ſaid I.C. doth by theſe preſents conſtitute, authorize and make the ſaid M.W. and H.I. his true and irrevocable lawfull Atturney and Atturneys, jointly and ſeverally to ſue and proſecute all manner of actions, ſutes, demands and executions, in and upon the ſaid Statute or recognizance in the name of the ſaid I.C. his executors or adminiſtrators, and to receive and recover the ſaid ſum of 600.l. in the ſaid Statute mentioned, and all other ſumme and ſummes of money, benefit and advantage, which ſhall or may lawfully be had or gotten upon the ſaid Stature or recognizance, authorizing them and every of them by theſe preſents to retain all ſuch Counſellors and Atturneys, for the executing of the ſaid ſutes extents and executions, as ſhall be required for the following & furthering of the ſame, and to do and execute all and every other lawfull act and acts whatſoever, which ſhall be meet and expedient in and about the premiſſes; and the ſaid, I. C. doth for himſelf, his Executors and Adminiſtrators, covenant, Promiſe and grant, to and with the ſaid M.W. and H.I. that he the ſaid I. C. his Executors and adminiſtrators, ſhall and will permit, ſuffer, allow, juſtifie and maintain, all ſuch lawfull actions, ſutes, extents and executions as the ſaid M.W. and H.I. or any of them, their Executors or Aſſigns ſhall and will ſue or proſecute, for the levying, taking and receiving of the ſaid ſum of 600.l. contained in the ſaid Statute,

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in the name of the ſaid I.C. his Executors or Adminiſtrators, and that all ſumm and ſumms of money, Recoveries and Executions to be had and obtained upon the ſame by any Sute, Action or Execution, or otherwiſe, ſhall be to the onely uſe of the ſaid M.W. and H.I. to be divided betwixt them proportionably according to their ſeveral Debts, in as large and ample manner and form as the ſaid I.C. might have had the ſame, and that the ſaid I.C. hath not, nor he, his Executors or Adminiſtrators ſhall not at any time hereafter releaſe or diſcharge the ſaid Debt contained in the ſaid Statute, nor any Action, Extent or Execution to be had upon the ſame, nor do any act or acts in prejudice of the ſame: And further, that he the ſaid I.C. his Executors and Adminiſtrators ſhall at any time during the ſpace of two years next after ſuch time as the ſaid Statute ſhall be executed by way of Extent, make or cauſe to be made to the ſaid M.W. and H.I. their Executors, Adminiſtrators and Aſſignes, to the onely uſe and behoof of them the ſaid M.W. and H.I. as aforeſaid, upon reaſonable requeſt, and at the coſts and charges in the Law of them the ſaid M.W. and H.I. their Executors, Adminiſtrators or Aſſignes, all ſuch reaſonable Aſſurance and Conveyance of the Land which ſhall be extended and put in execution upon the ſaid Statute, as ſhall be reaſonably deviſed by the ſaid M.W. and H.I. or either of them, their Executors, Adminiſtrators or Aſſignes, or their or any of their Councel learned in the Law, diſcharged of all incumbrances done by the ſaid I.C. his Executors or Adminiſtrators. In witneſſe, &c.

PRE-

PRESIDENTS FOR Bills, Anſwers, Replications, Demurrers, Rejoynders, &c. in Chancery.

A Bill to be relieved againſt Bonds, being but a Surety and for obtaining an Injunction.

To the Right Honourable the Lords Commiſſioners of the Great Seal of England.

IN all humbleneſſe complaining, ſheweth unto your good Lordſhips your daily Orator I.S. &c. That whereas about a year now laſt paſt, your ſaid Orator having but lately before attained to his full age of 21. years, and being in poſſibility of good means from his father was inveigled and drawn in by one I.H. of L. Goldſmith, and one G.B. whom the ſaid H. uſed for his inſtrument therein, and did at their ſolicitations and perſwaſions, and upon their promiſes to ſupply your Orator with money for his then preſent occaſions, enter into and became bound together with the ſaid B, and one I I. then a ſtranger to your Orator, unto the ſaid I H. in or by two ſeveral bonds or obligations, the one of them bearing date, in or about, &c. being

ing of the penalty of 20.l. with condition for the payment of 100.l. or thereabouts, at six moneths then following, or some other time in the said condition mentioned, now long since past and the other of the said bonds bearing date, &c. At the time of entering into which said bonds your Orator was confidently told and promised, as well by the said G.B. as by the said I.H. that he your said Orator should have for his own use, all or the greatest part of the money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I.H. any more money, but only so much as he should receive upon the security of the said bonds, and the interest thereof, after the rate allowable by the Statute, and that he should not be troubled with any payment, until he well were enabled by his Fathers means to discharge it, which moved your Orator the more willingly to enter into the said bonds, he presuming that he should have had his want of ready money supplyed thereby; but after your Orator had entred into, sealed & deliver'd the said bonds, he could not get nor did receive of, or from the said I.H. the Obligee or any other any money at all or other thing whatsoever, nor was there any money at all or other thing of any value disbursed, paid or delivered by the said I.H. upon, for or in respect of the said bonds so entered into, or either of them, but if any money or commodities were disbursed or delivered for or upon the said bonds, then was it of small value, and that received onely by the said G.B. who either converted the same unto and for his own private use, or else paid it back and restored it to the said I.H. or whatsoever it were, howsoever disposed of, yet had not your Orator ever any penny or part thereof, and therof your Orator

presumed

presumed he should not have been any way troubled, sued or molested, upon or by reason of the said bonds or either of them, he having not received the money or any part thereof, for which the same were intended, nor any consideration at all, for or in respect of such his entering into the said bonds, but was greatly disappointed for want thereof, to his no small hindrance, as was and is well known both to the said I.H. and G.B. whom after the entering into the said bonds, your Orator often solicited for the money thereupon promised unto him, and they as often delayed him with promises thereof, but to this day your Orator never had nor could get from them or either of them, any money, commodities or other considerations whatsoever, and so was meerly abused by them therein. Yet now so it is, may it please your good Lordships, that the said I.H. and G.B. intending to make a prey of your Orator and having to that end drawn him into the bonds aforesaid, and being combined and confederated to lay upon him, the whole burthen and penalty thereof, have the better to effect the same so plotted, as that the said G.B. who was and is privy to the whole passage of the business before mentioned, and whom the said H. used as his instrument to draw your Orator into the said bonds, hath lately since the money mentioned in the condidions thereof, become thereby due, absented himself with the privity and by the procurement of the said H. and liveth now in remote and obscure places unknown to your Orator, but well known to the said I.H. who while the said B. was here present, never demanded of your Orator any money at all, nor any way questioned him upon the said bonds, or either of them, but now the said G.B. (who could detect his dealing in the premisses) being absent and kept out of

the way, he the ſaid I.H. upon advantage therein, and in purſuance of their plot aforeſaid doth now pretend and give out in ſpeeches, that the ſaid bonds were reall ſecurities, and entred into for juſt debts, and that your Orator and the ſaid B.B. and I.I. or ſome one of them, had of him the ſaid H. money or Commodities of the value of money mentioned in the conditions of the ſaid bonds, which money he pretendeth to be ſtill unſatisfied, and the ſaid bonds thereby forfeited: and thereupon he the ſaid I.H. hath of late arefted your Orator, and commenced or threatneth to commence and proſecute ſeverall ſuits againſt him at the Common law upon the ſaid ſeverall bonds, and ſparing the ſaid G.B. (whom he hath purpoſely abſented) bendeth all his force againſt your Orator: and albeit he the ſaid I.I. hath received ſatisfaction of and from him the ſaid B.B. & I.I. & of & from ſome others to their uſe or in their behalf, of and for all the money and Commodities, if any were lent and delivered by him upon the ſaid bond, and knoweth wel that your Orator had never any part of ſuch money or commodity, nor any conſideration at all for or in reſpect of his entring into the ſaid bonds, but was meerly drawn thereunto upon the promiſes aforeſaid, which were never performed unto him; yet he the ſaid I.H. continueth ſtill his ſuit and threatnings of ſuit againſt your Orator, at the common Law upon the ſaid bonds, with intent to recover of him the whole penalties thereof: and the ſaid B.B. giveth way and furtherance thereunto, and will take no courſe to free and diſcharge your Orator thereof; nor will the ſaid I.H. ſeek for ſatisfaction as he ought, (if any be due unto him at the hand of the ſaid B.B.) nor diſcover where the ſaid B.B. is but both of them by a joint confedera-

cy

cy between them, intend to lay upon your Orator the whole burden and penalties of both the ſaid bonds; and then to ſhare and divide the ſame between them, contrary to all right and rules of equity, and to his your ſaid Orators apparent wrong and inſupportable hindrance, unleſſe he may finde redreſſe for the ſame before your Lordſhips in the juſtice and equity of this honourable Court. In tender conſideration whereof, and of all the aforeſaid premiſſes, and for that your Orator is void of all remedy by the courſe of the common Laws of this land, to relieve himſelf in the ſaid premiſſes, and cannot there plead the matter of equity before alledged, nor any other ſufficient plea in barre, or be diſcharged of the ſaid bonds and of the ſuits there commenced and threatened againſt him thereupon, nor can thereby compell the ſaid B.B. to take any courſe for your Orators diſcharge of the ſaid bonds, or there inforce him and the ſaid I.H. to perform and make good unto your Orator their promiſes aforeſaid, for that your Orator hath no ſuch preciſe proof of the ſaid premiſſes by witneſſes now living and extant, as the common Law in ſuch caſes requireth; but your ſaid Orator is for all thoſe matters before your Lordſhips in courſe of equity properly to be relieved, where he hopeth the ſaid I.H. and B.B. will upon their oaths, if they may be thereunto called, confeſſe their ſaid promiſes, and the premiſſes to be true in ſuch ſort as aforeſaid; or if they ſhall deny the ſame, that yet your Orator ſhall be able to make ſuch proof thereof by circumſtances as may in equity move your Lordſhips to relieve him therein: Therefore & to the end the ſaid I.H. & B.B. may upon their oaths declare and ſet down what, and how much money or commodities, and what ſorts, and value the

ſaid I.H. diſburſed, lent or delivered upon the ſecurity of the bonds aforeſaid, and when and to whom, and whether he had the ſame or any part, and what part thereof back again, and what other ſatisfaction he the ſaid I.H. hath received for or towards the ſaid bonds, or the money mentioned in the conditions thereof, and for whom, and to the end that the ſaid I.H. and G.B. may be ordered to diſcharge your Orator of and from the ſaid bonds, and that all Suits at the Common-Law thereupon againſt your Orator may be ſtayed, that the matters concerning the ſame may be here determined in and by this honorable Court, according to equity: May it pleaſe your good Lordſhips, the premiſſes conſidered, as well to grant unto your ſaid Orator proceſſe of Injunction be to directed to the ſaid I.H. commanding and enjoyning him, his Councellors, Attorney or Agents and Solicitors, thereby to ſurceaſe and ſtay all Suits and further proceedings at the Common-Law againſt your Orator upon the bonds aforeſaid, or either of them, untill the matters of equity concerning the ſame be heard and determined in and by this this honorable Court; As alſo to grant unto your Orator proceſſe of *Sub-pœna*, &c.

A Bill of Reviver.

HUmbly complaining, &c. R.W. of, &c. brother and heiss of W.W. late of W. &c. That whereas the ſaid W.W. in his life-time, *viz.* in *Eaſter*-Term, in the fourth year, &c. exhibited his Bill of Complaint in this high and honorable Court of Chancery before your Lordſhips, the tenor whereof followeth in theſe words. To the Right Honourable, &c. (recite the whole bill *verbatim.*) And the ſaid W.C. being accordingly ſerved with proceſſe of *Sub-pœna*, iſſuing out of this Court, appeared in the ſaid term, &c. and upon his

his corporal Oath then and there made his anſwer to the ſaid bill of complaint, which anſwer remaineth upon record in the Honorable Court, whereunto your Orator concerning the particular matters and circumſtances therein contained, prayeth that he may refer himſelf for more certainty, (*and then in brief, ſhew all the further proceedings in particular*) ſince which time, may it pleaſe your good Lordſhips, that the ſaid W.W. died, whereby the ſaid bill, proceſſe and whole proceedings thereupon are abated: and yet nevertheleſſe the whole right, title and intereſt of him the ſaid W.W. in all the ſaid Meſſuages and Lands by his death are lawfully deſcended and come to your Orator, as brother and next heir unto the ſaid W.W. ſo that your Orator in equity ought to have ſuch remedy, benefit and advantage againſt him the ſaid W.C. for all the ſaid Lands, &c. as the ſaid W.W. might have had at any time in his life-time: May it therefore pleaſe your good Lordſhips, the premiſſes conſidered, that the ſaid bill, anſwer, replication, depoſitions, orders, and certificates, and the whole proceſſe and proceedings upon all and every of them, may be revived and ſtand in ſuch ſtate for your Orator againſt the ſaid W.C. and his heirs, to all intents and purpoſes as the ſame were for the ſaid W.W. at the time of the death of him the ſaid W.W. and that your Orator may thereupon have ſuch and a great benefit and advantage againſt him the ſaid W.C. as your Orators ſaid Brother W.W. might have had at the time of his death; and likewiſe that it may pleaſe your good Lordſhips, to grant unto your Orator proceſſe of *Sub-pœna*, &c.

The beginning and concluſion of a ſingle Anſwer.

THe ſaid Defendant ſaving and reſerving to himſelf now and at all times hereafter, all benefit of exception unto the incertainties, inſufficiencies and imperfections in the ſaid bill of complaint contained, for a full, plain, perfect and direct anſwer unto all and every the matters, allegations and things which are in the ſaid bill of complaint contained in any ſort or wiſe material or effectual in the Law for this Defendant to anſwer unto, ſaith, &c.

The concluſion.

Without that, that any other matter or thing in the ſaid bill of Complaint contained, material to charge this Defendant withall, or effectual by him to be anſwered unto, and not hereby ſufficiently anſwered unto, confeſſed or avoided, traverſed or denied, is true in ſuch ſort, manner and form as herein before is expreſſed: All which this Defendant doth and will be ready to aver, maintain and prove, as this Honorable Court ſhall award; and humbly prayeth to be hence diſmiſſed with his reaſonable coſts and charges in this behalf wrongfully ſuſtained.

A *Plea and Demurrer.*

THe ſaid Defendant by proteſtation, not confeſſing or acknowledging any matter or thing in the ſaid bill of Complaint contained, laid to the charge of this Defendant, to be true in ſuch manner and form as is therein ſet forth: Saith, that the ſaid bill doth contain therein againſt this Defendant (as he is by his councel adviſed) many apparent imperfections, incertainties and inſufficiencies, ſuch

as

as do afford unto him just cause and matter of exception, to plead in bar, of the plaintiffs further proceedings against him in this honourable Court, thereupon the benefit and advantage of exception, whereof this Defendant apprehending accordingly saith, first for answer to so much of the said bill as is material to charge him withall, That he believeth it to be true, &c. (Answer what is necessary to be answered to the Plaintiffs bill.) And as unto the accompt which the Plaintiff by his said bill demandeth of this Defendant, and to all other the matters of the said bill not before hereby answered unto, he this Defendant for and by way of Demurrer thereunto saith, &c. And for all these matters, causes and reasons before alleadged, and for divers other apparent uncertainties and insufficiencies in the said bill, doth under favour of this honorable Court demur in law unto and upon all those points of the said bill not before answered unto, and demandeth judgment of this honorable Court, whether the premisses standing in state as is before alleadged, he this Defendant shall be compelled to make any other or further answer thereunto; and whether the Plaintiff shall be admitted to any relief, examination of witnesses, or further proceedings against this Defendant in this honorable Court thereupon, whose judgment therein this Defendant humbly expecteth, and most humbly prayeth to be dismissed, &c.

A Cer-

A Certificate for a Forma Pauperis *in Chancery.*

To the Right Honourable, the Lords Commissioners for the Great Seal of England.

MAy it please your Honours, to be advertised by us, whose names are here under written, That to our knowledg A.C. of, &c. is a very poor woman, and not worth 5.l. and there being Sute in Chancery lately commenced against her by one R.B. the same besides her trouble is like to bring upon her great expence, and unlesse the same may be prevented by your Lordships favour by admitting of her *in Forma Pauperis*, the defence of such Sute, otherwise is like to tend to her undoing. The consideration of all which we humbly leave to your Lordships further consideration, and do rest

At your Honours or Lordships commands.

An Affidavit for the same.

I S. of, &c. maketh Oath that he verily believeth that A.C. of, &c. is not worth 5.l. of her own proper goods (her debts being paid) and she is very lame, and by reason of her infirmity not well able to travel to *London* about such Sute as is prosecuted against her by one R.C.

Jurat. 20. *die M.*
I.M.

The

The Petition on the ſame.

To the Right Honorable, &c.

The humble Petition of A.C. *of, &c. widow defendant to the bill of complaint of* R.B. *complainant,*

SHeweth, That your Petitioner is a very poor woman and not worth 5 l. as may appear by the Certificate hereunto annexed of ſundry perſons of quality, to whom her poverty is well known; and there being this laſt Term a long bill exhibited by the Plaintiff in Chancery againſt her for and concerning, &c. and other things of like nature, ſhe in reſpect of her poor eſtate ſhall not be able to anſwer or defend that Sute, unleſſe your Lordſhips be pleaſed to admit her *in Forma Pauperis*, to be ſued and ſue concerning the ſame.

Wherefore your Petitioner doth humbly deſire, that your Lordſhips in conſideration of her poverty (ſhe being not able to travel) would be pleaſed in that behalf to admit her *in Forma Pauperis*, and to aſſign Maſter G. and Maſter T. to be of her Councel, and Maſter M. to be her Atturney, and ſhe ſhall ever pray, &c.

Anſw. Upon the Certificate and Affidavit of Poverty annexed, let the Petitioner be admitted to ſue and be ſued *in Forma Pauperis*, as is deſired.

T.G. &c.

The form of the title of a ſecond anſwer to be made upon a Report, &c.

THe further Anſwer of A.B. one of the Defendants to the bill of Complaint of C.D. Complainant,

nant according to the report of E. F. one of the Masters of this Court made the 17. day of J. and of an order of this Court of the 8. of this instant moneth of A. 1644.

The said Defendant in obedience of the said order, and for further satisfaction of this honorable Court saith, &c.

All which matters and things he this Defendant is and will be ready to aver and prove as this honorable Court shall award, and prayeth as in his former.

The form of Rejoinder.

THe said Defendant saving to himself now and at all times hereafter all and every the advantages of exception to the incertainties and insufficiencies of the said Replication, for Rejoinder saith; That he will aver and prove that his said answer by him put into this honorable Court, to the bill of the Plaintiffs is very true, certain and sufficient in the law, and that all and every the matters, articles and things therein contained are true in such sort, manner and form, as in and by this Defendants said answer they are truly set forth and declared; without that, that any other matter or thing material or effectual in the law to be rejoyned unto in the said Replication contained, and herein not well and sufficiently confessed or avoided, traversed or denyed, is true; All which matters and things this Defendant doth and will aver and prove, as this honorable Court shall award; and therefore prayeth, as in and by his said answer he hath already prayed.

An-

Another Petition for admittance in Forma Pauperis.

HUmbly ſheweth, that D.Q. I.S. and others have much wronged and oppreſſed your Petitioner, to his utter undoing, as may appear by ſeveral writings extant to be ſhewn, and becauſe his adverſaries are rich and powerfull, and your Petitioner poor and diſtreſſed, he is unable to contend in Law for his relief.

Now for that your Petitioner is not worth five pounds in all the world (his Debts paid) he moſt humbly beſeecheth your Lordſhips to admit him *in Forma Pauperis*, in this honorable Court againſt the ſaid parties and others, appointing him ſuch for his Councel, and ſuch for his Atturney as your Lordſhips ſhall think meet, and your Petitioner ſhall pray, &c.

A Warrant upon a Reference to a Maſter.

20. *Junii.*
1633. *Inter W.O. quer. & R.G. defend.*

BY virtue of an Order of the 30. of M. laſt paſt, I have appointed to conſider of the matter to me referred on T. next at four of the clock in the afternoon, at my Chamber in, &c. whereof let the ſaid Plaintiff, his Clerk or Solicitor have notice to the end they may then and there attend, and with Councel if they pleaſe.

L.G.

An

An Affidavit for ſerving a Sub pœna. *Inter I.G. Quer. & R.W. Defend.*

I.G. of S. in the County of, &c. maketh oath, that on, &c. of this preſent *February*, he perſonally ſerved a *Sub pœna* out of the honourable Court of Chancery under Seal on R.W. of, &c. by delivering that (on the Label or body, &c.) at his houſe unto the wife of the ſaid R.W. by which *Sub pœna* he was to appear in the Sute of I.L. of, &c. and was returnable the firſt of this preſent moneth of, &c.

Jurat. 6. die Febr. 1633.
I.P.

A Replication.

The Replication of T.E. *Plaintiff to the Anſwer of* G.C. *Defendant.*

THe ſaid Repliant, ſaving unto himſelf now and at all times hereafter, all and every the advantages and exceptions to the incertainty and inſufficiency of the ſaid Anſwer, for Replication thereunto ſaith, That he will aver and prove, that his ſaid bill by him exhibited againſt the Defendant into this honorable Court, is true, certain and ſufficient in the Law to be anſwered unto, and that all and every the matters, articles and things therein contained are true in ſuch manner and form, as in and by the ſaid bill is ſet forth, and that the anſwer of the defendant is uncertain and untrue, and inſufficient to be replyed unto, without that, that any other matter or thing material or effectual in the Law contained in the ſaid anſwer to be replied unto, and herein not

not replied unto confessed and avoided, traversed or denied is true; all which matters and things, the said Plaintiff is, and will be ready to aver and prove as this honorable Court shall award, and therefore he doth pray, as formerly by his said Bill he hath already prayed.

An Affidavit that the Defendant cannot answer without sight of writings in the Countrey.

Inter { *R.G. Quer. & W.O. & al. Defendantes.*

THe said Defendant W.O. maketh Oath that upon perusal of the Plaintiffs Bill, he findes he cannot make direct and perfect answer to the same without the sight of certain writings, which are in the County of H about thirty miles distant from this Court: and further deposeth, that his wife is at this present so sick and weak that she is not able to make her personal appearance in the Court without danger of her life.

Jurat. 27. die M. 1633.
I.M.

The form of an Administrator's accompts.

THe accompt of L.S. of, &c. Administrator of all and singular the goods and chattels of H S of, &c. his brother deceased, as well of and for such and so much of the same goods and chattels as came to his hands, as of and for his payments and disburtments out of the same, as followeth, &c.

The said Accomptant chargeth himself withall and singular the goods and chattels of the said deceased, specified in an Inventory thereof made and exhibited into the Registry of the Prerogative Court

of

of *Canterbury*, amounting as by the ſame Inventory appeareth to the ſumm of ——— and petitions for allowance, as follows.

Imprimis, the ſaid Accomptant defireth allowance of the ſeveral charges of the ſaid deceaſed, as followeth, *viz. &c.* amounting one way and other, as this Accomptant hath them in particulars to the ſumm of ———

Item, The ſaid Accomptant defireth allowance of certain Debts due by the deceaſed at his death, which this Accomptant hath ſince his death paid and diſcharged; that is to pay and diſcharge as followeth, *viz.*

Imprimis, to ſuch a one ———

The leading of an Inventory.

A True Inventory of all and ſingular the goods, chateels and credits of R.S. Gentleman deceaſed, praiſed at L. the day of, &c. by I.T. &c. as followeth.

Imprimis, his purſe and apparel ———
Item, his books ———
Item, the annuity of A.B. ———
Item, the Reverſion of N. cloſe ———
Summ ———
Item, one R. and E. ———
Debts ———
Item, debts owing him ———
Item, deſperate debts ———
Summ ———

An

An answer to a bill to be relieved against 8 l. per centum, for money left in the hands of a purchaser paid for after that rate.

The several answers of I.L. one of the Defendants to the bill of complaint of S.C. Esquire complainant.

THe said defendant, now and at all times hereafter, saving to himself all advantage and benefit of exception to the uncertainties and insufficiencies of the said complainants Bill of complaint, for answer thereunto he saith, True it is, that in *November*, &c. he this defendant together with his brothers, F.R. and W.L. did bargain and sell unto W.C. in the complainants bill named, and to his heirs, the scite of the capital messuage or Farm of C. with the appurtenances in the County of O, in the bill mentioned, with other lands and premisses, for which the said W. did covenant and agree to pay the sum of six thousand pounds, as in the complainants bill is mentioned; one thousand pounds whereof the said W.C. was by agreement to keep in his hands, being part of the purchase money, for the benefit and behoof of B.L. widow, this defendants mother, and for the defendant F.L. this defendants brother, and to such person or persons, and to and for such use and uses as the said F. should nominate and appoint, to the intent that the said B. in consideration of the said one thousand pounds remaining in the hands of the said W.C. should receive fourscore pounds *per annum* in respect of her releasing of her joynture of and in the premisses, which was to be paid every halfe year unto the said B. for and during her naturall life, in case the said F.L. lived who is survivor,

and after her deceaſe the ſaid fourſcore pounds *per annum* to be paid to the ſaid defendant F.L. for and during his naturall life, and to ſuch woman as he ſhould take to wife, in caſe the ſaid F. married and dyed before ſuch a wife, for and during her naturall life, for and in lieu of her joynture with diverſ other Covenants and conditions contained in an Indenture made the, &c, between the ſaid R.L. and F.L. on the one part, and the ſaid W.C. on the other part, to which this defendant in all thingt refereth himſelf, as therein more at large the ſame doth & may appear. And amongſt the reſt it is covenanted and agreed between the parties to the ſaid Indenture, that after the death of the ſaid F. and of his ſaid wife if he did marry, then the ſaid one thouſand pounds to remain to the iſſue of their two bodies lawfully begotten; and if they have no iſſue then living, then the ſaid one thouſand pounds is to go according o the true intent and meaning of the ſaid laſt recited Indenture; and if the other defendant R.L. this defendants ſecond brother ſhould happen to die, ſurviving the ſaid F. then the ſaid one thouſand Pounds is to remain in the hands of the ſaid F. for ever; and for the better ſecuring of the payment of the ſaid fourſcore pounds *per annum*, and of the ſaid one thouſand pounds, the ſaid W.C. in and by the laſt recited Indenture, did grant, bargain, ſell, enfeoffe and confirme unto the ſaid B. this defendants mother, and to the ſaid F. L. his heirs and aſſigns for ever, all that piece or parcel of paſture-ground lying in C. aforeſaid, commonly called or known by the name of, &c. then in the tenure or occupation of this defendant, to which ſaid Indenture this defendant refereth himſelf, as will more at large appear. And this defendant ſaith, that the ſaid W.C. well knowing that he was

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thereunto bound by this agreement, during his life-
time did juſtly and truly pay the ſaid fourſcore
pounds *per annum* unto the ſaid B. this defendants
mother, by half yearly payments during her life-
time, who dyed about, &c. ſince, and by and
after the deceaſe of the ſaid F.L. this defendants
brother by the advice and councel of the complai-
nant himſelf, by this deed of aſſignmens with a
letter of Attorney bearing date the, &c. did for and
in conſideration of the ſumm of eight hundred and
threeſcore pounds, part of the ſaid purchaſe-mo-
ney which the ſaid F.L. did agree to pay unto this
defendant, in reſpect this defendant joyned in the
ſale of the ſaid Mannor, Lands and premiſſes, and
did enter into a bond of four thouſand pounds for
payment thereof, and of other moneys to this de-
fendants brother accordingly, did grant and aſ-
ſign unto this defendant and his heirs and aſſigns,
the ſaid fourſcore pounds *per annum*, during the
life of this defendants ſaid brother F. as in and by
the ſaid deed of aſſignment,) relation being thereun-
to had) at large the ſame doth and may appear. And
this defendant ſaith, that after the ſaid affignment ſo
made unto this defendant, the ſaid W.C. did by
himſelf and his ſervant, and others on his behalf
during all his life time, pay the ſaid fourſcore
pounds *per annum* to this defendant: and this defen-
dant is perſwaded, had not the ſaid W.C. well known
that the ſaid fourſcore pounds *per annum* was due to
have been paid by him; that he would not have paid
the ſame to this defendant. And this defendant ſaith,
that after the death of the ſaid W.C. I.C. his ſon and
heir, or ſome other on his behalf did pay the ſame un-
to this defendant. And this defendant believeth the
complainant hath ſome conveyance of the ſaid pre-
miſſes from the ſaid I.C. but for what conſideration

this defendant knoweth not, and ſaith, that the complainant himſelf ſithence the ſaid purchaſe hath paid the ſame to this defendant; and therefore this defendant conceiveth that he is unjuſtly troubled touching the premiſſes. And this defendant ſaith, that therefore (under favour) this defendant conceiveth, that the ſaid fourſcore pounds *per annum*, and alſo the ſaid one thouſand pounds ſecured by part of the premiſſes bargained and ſold as aforeſaid, it being ſo long before the ſtatute made for reducing intereſt money from eight to ſix in the hundred, and the ſame fourſcore pounds *per an.* being (as this defendant conceives) due as parcel of the contract for the ſaid lands aſſigned over to this defendant for great & valuable conſiderations, the ſame ſhall not now be infringed, broken or repealed for the cauſes in the bill mentioned, or for any cauſes whatſoever, the rather for that this defendant & his brother, upon the conſiderations & conditions aforeſaid did bargain and ſell the ſaid mannor, lands, and premiſſes at an under-value. Without that, that any other matter or thing in the ſaid bill of complaint contained material or effectuall in the law for this defendand to make anſwer unto, & not herein before ſufficiently anſwered unto, confeſſed and avoided, traverſed or denyed, is true in ſuch manner and form as in the ſaid bill is alleadged; and this defendant prayeth to be diſmiſſed out of this honourable Court, with his reaſonable coſts and charge in this behalf moſt wrongfully ſuſtained.

The beginning and concluſion of a bill in Chancery.
To the right honorable the Lords Commiſſioners of the great Seal of England.

SHeweth unto your Lordſhips, your Orator E.L. of the City N. in the County of W. Gentleman,

tleman, and M. his wife, that whereas, &c. The conclusion. May it therefore pleaſe your good Lordſhips, to grant unto your Orator proceſs of *Subpœna*, to be directed unto the ſaid W.C. thereby commanding him (or them and every of them) at a certain day, and under a certain pain therein to be limited, perſonally to appear] before your Lordſhips in this high and honourable Court of Chancery, to anſwer the premiſſes, and further to ſtand unto and abide ſuch order, direction and award concerning the ſame, as unto your Lordſhips ſhall ſeem meet, and your Orators ſhall daily pray for the long continuance of your Lordſhips proſperous eſtate.

A Leaſe of a Mill.

THis Indenture made, &c. between Sir T.C. of, &c, Knight, and L. his wife, of the one part, and T.A. of, &c. of the other part, witneſſeth, that the ſaid Sir T.C. and L. for and in conſideration of the rent and covenants hereafter in theſe preſents expreſſed, and alſo for divers other reaſonable conſiderations them thereunto moving, Have demiſed, granted and unto farm-letten and by theſe preſents do for them, their. &c. demiſe grant and to farm-let, unto the ſaid T.A. all that their griſt Water-mill and Mills, being two griſt-mills under one Roofe, commonly called or known by the name S. Mill with the appurtenances, ſciuate and being in the paaiſh of, &c. ſometimes in the tenure or occupation of one E.D. & now or late in the tenure or occupation of N.C. or his aſſigns; and the ground and ſoile whereupon the ſaid Mill and Mills now ſtand, containing by eſtimation one fourth part of an acre be it more or leſſe, and alſo all the ſcite of Mill, as well cuſtomary as conventionary of all the Tenants of that Mannor of D. in the

ſaid County and all the toll and cuſtome for grinding of all the Corne and Graine whatſoever, as well of all the Tenants and Under-tenants of the ſaid Mannor, now being or which hereafter at any time ſhall be, during the term by theſe preſents demiſed, as of all the inhabitants now dwelling or abiding, or which hereafter ſhall dwell or abide within the ſaid Mannor of D. aforeſaid, and alſo all toll, benefit and cuſtome for grinding of Corne and Grain whatſoever, and alſo all and ſingular hed-wares and Mill-ponds, and the ſoile whereof the ſaid hed-warres and Mill-ponds do ſtand and are builded, and all hed-wares hereafter to be builded, and the ſoile and earth thereof, and all Mill-pooles, Mill-dams, Stanks, Banks, Ponds, Streams, Waters, Water courſe, Rivers, fiſhings, fiſhing-places, Wayes, Paths, Paſſages, Eaſements, Profits, Commodities, Advantages, Emoluments and appurtenances whatſoever to the ſaid Mill and other the premiſſes by theſe preſents demiſed and granted, or any of them, or to any part or parcel thereof incident, belonging or apertaining, or with the ſame now or at any time heretofore let, uſed, occupied, had, taken, reputed or enjoyed, To have and to hold the ſaid Mill, and the ground and ſoile thereof, with the appurtenances, and the ſaid ſcite of Mil of all the Tenants or the ſaid Mannor, and the ſaid toll and cuſtome of grinding of all Corn and Grain of the ſaid Tenants and Inhabitants aforeſaid, and all toll and cuſtome of grinding of all Corne and Grain whatſoever, and the ſaid Wares Mill-dams, Mill-ponds and the ground and ſoile thereof, Mill-Pools, Stanks, Banks, Rivers, Streames, Wayes, Paſſages, Fiſhings and all and ſingular other the premiſſes herein before mentioned or intended to be hereby demiſed and granted, and every part and parcel thereof, with

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the appurtenances unto the ſaid T.A. his Executors, Adminiſtrators and Aſſigns, from the feaſt day of, &c. laſt paſt before the date hereof, for and during and unto the full end and term of, &c. from thence next enſuing, and fully to be compleat and ended; yielding and paying therefore yearly during the ſaid term, the yearly rent or ſumm of, &c. at two of the moſt uſuall feaſts or terms of payment in the year, that is to ſay, at the feaſt of, &c. by even and equal portions, the firſt payment thereof to begin and to be made at or on the feaſt day of, &c. next enſuing the date hereof: and if it ſhall happen the ſaid yearly rent of, &c. or any part thereof to be behinde and unpaid by the ſpace of 14. dayes next over or after any of the ſaid feaſts or dayes of payment, wherein the ſame ought to be paid as aforeſaid, being lawfully demanded, that then and from thenceforth and at all times afterwards it ſhall and may be lawfull to and for the ſaid T.C. and D. his wife, or either of them, their or either of their heirs, executors, &c. into the ſaid demiſed premiſſes, and every part and parcel thereof to re-enter, and the ſame to have again, retain and repoſſeſſe, as in his, her or their firſt and former eſtate; and the ſaid T.A. his, &c. thereout and from thence utterly to expel, put out and amove, theſe preſents or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid T.A. for himſelf, his, &c. and for every of them doth covenant, promiſe and grant to and with the ſaid Sir T C. and, D. &c. by theſe preſents in manner and form following: That is to ſay, that he the ſaid T.A. his, &c. ſhall and will from time, to time, during the ſaid term of, &c. hereby granted, do and make his and their ſuit and ſervice, for and in reſpect of the premiſſes, to the Court and Courts of the ſaid Sir T.C. and D. and their heirs to be

kept and holden within the ſaid Mannor of D. upon ſuch reaſonable warning as there is given or uſed, or elſe in default and neglect therof, ſhall and will yearly during the ſaid term, pay or cauſe to be paid unto the ſaid Sir T.C. and D. and their heirs, the ſumm of, &c. if it be demanded, and the ſaid T.A. doth for himſelf, his, &c. further covenant, promiſe and grant, to and with the ſaid Sir T.C. and D. that he the ſaid T.A. his, &c. within the ſpace of three years next enſuing the date hereof, ſhall and will at his and their own proper coſts and charges, lay out, diſburſe and beſtow upon, about and in repairing, bettering and amending the ſaid Mill or Mills before, hereby demiſed, where moſt need ſhall be required, the ſum of, &c. and alſo that he the ſaid T.A. his, &c. at his and their like proper coſts and charges ſhall and will well and, &c. repair, amend, maintain, uphold and keep the ſaid Mills to be repaired and amended as aforeſaid, and all other the afore demiſed premiſſes, with the appurtenances in, by and with all anda ll manner of needfull & neceſſary reparations & amendments whatſoever, when and as often as need ſhall require, during the ſaid term, and the ſame Mills and other the premiſſes with the appurtenances, ſo being well and ſufficiently repaired, upholden and amended, in the end or other determinations of this preſent leaſe ſhall and will leave and yield up unto the ſaid Sir T.C. and D. or one of them, their or one of their heirs or aſſigns. And the ſaid T.A. for him, his, &c. doth likewiſe covenant and grant to and with the ſaid &c. that he the ſaid T.A. his, &c. ſhall and will wel and truly pay, or cauſe to be paid to the ſaid, &c. his, &c. the ſaid yearly rent of, &c. in manner and form as is before in theſe preſents expreſſed, limited and declared. And the ſaid Sir T.C. and D. do for them and their heirs and aſſigns covenant and grant to and with

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the ſaid T.A. his, &c. that in caſe any of the Tenants or inhabitants of the ſaid Manor of, &c. ſhall and do at any time, during the ſaid term hereby granted, withdraw or ſurceaſe to do ſuit of Mil to the ſaid Mill, or to bring and carry, or cauſe to be brought and carryed their Corn and Grain whatſoever to the ſaid Mill or Mills by theſe preſents demiſed, there to have the ſame ground, or ſhall carry the ſame to any other place or places, to any Mill or mills to be ground, then the Steward or Stewards of the ſaid Manor for the time being, ſhall and will upon all and every the preſentment and preſentments thereof, make, ſet and impoſe upon every ſuch Tenant and Tenants and inhabitants, ſo withdrawing and not doing his or their ſuit or ſuits of Mill to the ſaid Mill or Mills, ſuch lawfull and reaſonable Fine and Fines, Amerciament and Amerciaments from time to time, as in ſuch caſe is lawfull and uſual; and the ſame Fines or Amerciaments ſo impoſed, ſhall receive or leavy, and being ſo recited or leavyed pay and deliver the ſame or ſo much thereof as the ſaid T.A. his, &c. ſhall be prejudiced or damnified by reaſon of ſuch withdrawing, as aforeſaid, unto the ſaid T.A. his, &c. And laſtly, the ſaid Sir T.T.C. and D. for them, their &c. do covenant, promiſe and grant to and with the ſaid, &c. by theſe preſents, that he the ſaid T.A. his, &c. and every of them, for and under the payment of the ſaid yearly rent of, &c. above by theſe preſents reſerved in manner & form aforeſaid, and performing, fulfiling & keeping all & ſingular the covenants, grants, articles, clauſes and agreements before in theſe preſents contained, which on his and their parts are and ought to be obſerved, performed, fulfiled and kept, ſhall and may lawfully, peaceably and quietly, have, hold, occupy, poſſeſſe and enjoy all and ſingular the ſaid demiſed premiſſes and every part and

parcel

parcel thereof, with their and every of their appurtenances, without lawfull let, ſuit, trouble eviction ejection, moleſtation or interruption whatſoever of them the ſaid T.C. and D. or either of them, their or either of their heirs or aſſigns, or any of them, or any other perſon or perſons whatſoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reaſon of his, her, their or any or either of their acts, titles, means, aſſent, conſent or procurement. In witneſs, &c.

A ſingle obligation from one to one.

KNow all men by theſe preſents that I.A.B. of the pariſh of D. in the County of E. Huſbandman do ſtand and am firmely bounden and obliged to F.G. of H. in the County of E. Yeoman. in the ſum of fifty and one pounds and ten ſhillings of good and lawfull money of *England*, to be paid to the ſaid F.G. or his true and lawfull Atturney, Executors or Adminiſtrators; to the which payment well, faithfully and truly to be made, I do bind me, my heirs, executors and adminiſtrators firmly by theſe preſents. Sealed with my ſeal. Dated the fifth day of October in the year of our Lord God, one thouſand ſix hundred fifty and one.

An obligation from two to one.

KNow all men by theſe preſents, that we A.B. of the pariſh of C. in the County of E. Gentleman, and F.G. of the pariſh of H. in the County aforeſaid, Eſquire, do ſtand and are firmly bounden and obliged unto Sir H.I. of the pariſh of K. in the ſaid County of E. Knight, in the ſomm of one hundred and three pounds of good and lawfull money of *England*

England to be paid to the ſaid Sir H.I. or his true and lawfull Atturney, executors or adminiſtrators, to the which payment well and truly to be made, we bind our ſelves and either of us by himſelf joyntly and ſeverally for the whole and in the whole, our and either of our heirs, executors and adminiſtrators, and every of them firmely by theſe preſents, Scaled with our ſeals. Dated the tenth day of of *Septem.* in the year of our Lord God, one thouſand ſix hundred fifty and one.

An Obligation from three to one.

KNow all men by theſe preſents. that we A.B. of C. in the County of D. widow, E.F. of G. in the ſaid County ſingle woman, H.I. of G. aforeſaid in the ſaid County Mercer, do ſtand and are firmly bound and obliged unto K.L. Citizen and Merchant Adventurer of *London*, in the ſumm of 400.l. of good and lawfull money of *England*, to be paid to the ſaid K.L. or his true and lawfull Atturney, executors or adminiſtrators, to the which payment well and truly to be made, we do binde us and every and either of us ioyntly and ſeverally, for and in the whole, our and every and either of our heirs, executors and adminiſtrators, and every of them firmly by theſe preſents. Scaled with our ſeals Dated the fifteeneth day of *October*, in the year of our Lord God one thouſand ſix hundred fifty and one.

Acondition for rp levying goods.

WHereas the above named G.S. by vertue of his office, as Steward or Clerk of the Manor, &c. upon ſeverall complaints and allegations of the above bound T.H. hath granted forth ſeverall precepts

precepts for the repleving of divers and sundry of the goods and chattels of, &c. detained by one, &c. Now therefore the condition, &c. that if the said &c. do with effect prosecute the action which he hath commenced against the said, &c. concerning the said goods, and shall also make due return of the same, if return by law shall be adjudged, and him the said G.S. from time to time, and at all times hereafter, do and shall save, defend and keep harmeleſſe and indemnified, against all men concerning the said goods and chattels, and the severall replevies therefore granted; That then, &c.

Another Condition for replevying of chattel.

THe Condition of this Obligation is such, that whereas W.H. Gentleman, hath impounded one Mare, two Colts and two Naggs of the goods and cattel of I.P. Clerk at Helwels pound within the liberty of Week-regs, and thereupon a replevin is orderly granted to the Bayliff of the said liberty, for delivery of the said cattells unto the said I.P. if therefore the said I.P. do and shall follow the suit with effect against the said M.H. for the taking and with-holding of the said Mare, two Colts and two Naggs, and return the same, if the return thereof shall be so adjudged according to the Stature in that case made and provided, and also save & keep harmleſſe the above named Sir W.H. Knight, Hight Sheriff, his Deputy, Deputies and other Officers of the same Court of the said Manner, for, touching & concerning the granting of the said replevin of the said Mare, two Colts and two Naggs, and every thing elſe concerning the same without fraud; that then this Obligation to be void and of none effect, or elſe to remain in full force and vertue.

A Condition to pay the moity of debt when it ſhall be received.

WHereas E.B. of, &c. by one Obligation bearing date the, &c. (reciting the bond) and whereas the moity or one half part of the ſaid ſumm of, &c. is due and payable unto the within named, &c. as money by him lent unto the ſaid F. and whereas the ſaid, &c. before the enſealing of the ſame recited Obligation, did conſent and agree that the ſaid Obligation ſhould be made onely in the name of the ſaid T.L. and the ſaid T.L. to give his Obligation to the ſaid R.G. for the ſame moity or half part of the ſaid debt. Now if the ſaid T.L. his, &c. or any of them, do well and truly pay unto the ſaid R. his, &c. the ſum of, &c. at or in &c. being the moity of the ſaid, &c. on the, &c. or with as much convenient ſpeed as he the ſaid T. his, &c. can or may, next after he or they or any of them, ſhall have received the ſaid ſum of, &c. in the condition of, &c. ſpecified, with ſuch intereſt as ſhall be due for the moity thereof. And if the ſaid ſum of, &c. ſhall not be paid at one entire payment on the ſaid, &c. according to the condition of the ſaid Obligation, then if the ſaid his, &c. do and ſhall well and truly pay unto the ſaid, &c. his, &c. without any delay the moity of ſuch part thereof as he or they ſhall or may receive from time to time, &c. That then, &c.

Articles of agreement intended, made, concluded and fully agreed upon the 10. *day of, &c. Between E.M. of, &c. and R.A. of* London *Merchant, &c.*

WHereas the ſaid E.M. the day of the date hereof, hath freely given and delivered unto

to the ſaid R.A. the ſum of, &c. to the intent and purpoſe that he the ſaid R.A. ſhall except and take into his ſervice to be imployed in Merchandizing affairs W.M. ſon of her the ſaid E.M. in conſideration whereof, but more eſpecially at her requeſt, and of the affection which the ſaid R.A. beareth to the ſaid W.M. he the ſaid R.A. is contented and agreed to accept and take the ſaid W.M. to be his ſervant in Merchandizing affaires and other buſineſſes, and accordingly to imploy him therein, not onely in England, but in the parts beyond the Seas, where the ſaid R.A. now tradeth, or hereafter ſhall trade, and that for the term or ſpace of ſeven years to be accompted from, &c. next enſuing the date of theſe preſents, & thereupon the ſaid E.M. for herſelf, her Executors and Adminiſtrators, doth covenant and grant to and with the ſaid R.A. his, &c. by theſe preſents, that the aforeſaid W.M. her ſon, ſhall during all the ſaid term (if he ſo long live) well, diligently and faithfully to the utter moſt of his power and ſkill, ſerve him the ſaid R.A. in the trade of merchandizing and other his affaires, at ſuch place or places, either beyond the Seas, or on this ſide where the ſaid R.A. ſhall deſigne and appoint him, and without abſenting himſelf out of his ſaid ſervice or imployment, or neglecting the ſame: and that he the ſaid W.M. at all times hereafter, during the ſaid term, ſhall from time to time, not onely receive & take into his charge and cuſtody all & every ſuch goods & Merchandizes whatſoever, as by or for the uſe or accompt of the ſaid R.A. ſhall be conſigned or ſent to him the ſaid W.M. but alſo ſel; utter and diſpoſe of the ſame goods or Merchandizes to the moſt profit he can for the ſaid R.A his, &c. and ſhall alſo from time to time and at all times, during the ſaid term follow and per-

form

form all and every ſuch advice, directions orders and Commiſſions, as the ſaid R.A. ſhall by letter of advice or otherwiſe give, ſend or make known to him the ſaid W.M. in, about or concerning the factory or Merchandizing aforeſaid: and alſo that he the ſaid W.M. ſhall at the charges of the ſaid R.A. his, &c, provide and keep, in due orderly manner books of accompt touching his ſaid imployments in merchandizing as aforeſaid, according to the cuſtome of merchants in ſuch caſes uſed, and ſhall deal juſtly, truly, plainly and faithfully to and with the ſaid R.A. his, &c. in all and every his accompts, reckonings, bargains, buyings, ſellings, doings and dealings in and about his ſaid imployment in Merchandizing as aforeſaid, and ſhall from time to time, once in every ſix moneths or oftner tranſmit and ſend unto the ſaid R.A. his, &c. true accounts and reckonings of all the buſineſſes and dealings of the ſaid W.M. in the premiſſes, and ſhall alſo ſend letters of advice to the ſaid R.A. ſo often as conveniently he may or can, of all matters and occurrences that ſhall neceſſarily ariſe concerning his ſervice or imployment, and ſhall alſo returne and come to *England*, and bring all his books of accompts with him whenſoever he ſhall be thereunto adviſed and required by the ſaid R.A. his, &c. by letters miſſive or otherwiſe: and that the ſaid W.M. ſhall from time to time upon every reaſonable requeſt, not onely ſhew forth all his books of accompts concerning all his doings and dealings as aforeſaid, and make and give unto the ſaid R.A. his, &c. a juſt, true, plaine and perfect accompt and reckoning in writing of, for and concerning all and every ſuch goods, wares, money, debts and Merchandizes whatſoever as well of the ſaid R.A. for his own proper uſe, or joyntly with any others, which

ſhall

shall hereafter come to the hands, charge or factory of him the said W.M. or for which he the said W. M. may or ought to be accomptable unto the said R.A. his, &c. And moreover, that he the said W. M. shall within, &c. next after the making and giving up every such accompt as aforesaid, well and truly satisfie, pay and deliver unto the said R.A. his &c. all & every such goods, wares, money, debts, Merchandizes, specialties and other things whatsoever as by or upon the foot of the same accompt shall appear, or be found to be due coming or belonging to him the said R.A. his, &c. by or from the said W. M. in any manner of wise.

Item, the said E.M. for herself, her, &c. doth covenant, promise and agree, to and with the said R.A. his, &c. by these presents, that she the said E.M. her &c. at her and their own proper costs & charges shall and will find, provide and allow unto & for her said son decent and fitting linnen, woollen and all other apparel of all sorts fitting for him in his service and imployment, during the said term. Item, the said R.A. doth covenant, &c. to find and provide unto the said &c. competent and fitting meat, drink, washing and lodging and all other necessaries (apparel onely excepted) during all the said term. In witnesse, &c.

Bonds must be entred into, for performance of the Articles aforesaid.

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